

REPORT OF THE PRESIDENT & CEO

December 16, 2021

RESOLUTION APPROVING AND ADOPTING REVISIONS TO THE SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES AND THE SERVICE EMPLOYEE INTERNATIONAL UNION LOCAL 721, AND AUTHORIZING THE PRESIDENT AND CEO AND/OR HIS DESIGNEE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ONCE THE APPROVED CHANGES HAVE BEEN INCORPORATED



Douglas Guthrie
President and CEO



Annie Markarian
Director of Labor & Employee Relations

Purpose: The purpose of this item is to approve and adopt revisions to the successor Memorandum of Understanding (“MOU”) between the Housing Authority of the City of Los Angeles (“HACLA”) and the Service Employees International Union, Local 721 (“SEIU Local 721”), and authorize the President and CEO and/or his designee to execute the memorandum of understanding once the approved changes have been incorporated.

Regarding: SEIU Local 721 represents HACLA’s Maintenance Supervisors and Maintenance Supervisor IIs. The primary role for staff within this bargaining unit is to supervise maintenance staff at HACLA’s public housing sites. The existing MOU between HACLA and SEIU Local 721 was approved by HACLA’s Board of Commissioners in February 2019, pursuant to Resolution 9491, and is set to expire on December 31, 2021.

Issues: HACLA and representatives of SEIU Local 721 have met and conferred in good faith as required by the Meyers-Milias-Brown Act (*Government Code* section 3500 et seq.), HACLA’s Personnel Rules, and the governing Memorandum of Understanding between the parties. Parties have reached a tentative agreement regarding the terms of a successor MOU. The tentative agreement is summarized as follows:

Term

January 1, 2022 – December 31, 2024.

Compensation

- 4% increase to base salary effective January 1, 2022;
- 3% base salary increase effective January 1, 2023; and
- 3% base salary increase effective January 1, 2024.

\$1,500.00 year 2021 staff appreciation bonus (non-PERSable) effective on the first payroll of the month after this MOU is ratified by HACLA's Board of Commissioners. This is a one-time, non-recurring bonus to employees holding SEIU Local 721 classifications by or before January 1, 2021 and on the effective date of payment.

Compaction Pay

Compaction pay will be increased from 2% to 3%.

Merit Step Increases

Unpaid leaves of absence greater than 10 days during the evaluation period shall not be counted as time served for purposes of merit step increases. Parties will meet and confer to determine the impact of statutory protection on this provision by or before April 1, 2022. Any changes to the MOU must be made by mutual agreement.

General Leave Accruals

If unforeseen operational needs, which cannot be addressed in an alternative manner, require an employee to work while on an approved leave, the employee will use paid time off for all hours except those worked.

Professional Time Off

During the term of the MOU, the parties agree to reopen the MOU to meet and confer regarding a comprehensive Professional Time Off ("PTO") Policy with all applicable bargaining units; however, such reopener will not result in an increase or decrease to the amount of PTO hours members may earn. Any changes to the MOU must be made by mutual agreement.

Probationary Period

In order to maintain operational stability and simultaneously encouraging employee growth and development, employees serving in a probationary period are not eligible for promotional opportunities

Employees who are promoted to a new classification and do not pass probation, are returned to the classification for which they last held property rights (i.e., passed probation).

Holidays

Juneteenth will be added to HACLA's schedule of observed holidays.

AB119 Report

Management will provide SEIU Local 721 the AB119 report on a monthly basis.

Cleanup

The Chief negotiators for the respective parties will work together to update the provision of the MOU to ensure they are consistent with negotiated changes, as memorialized on December 6, 2021. This includes incorporating the new-employee orientation side letter agreement into the MOU, updating titles and numbering of MOU provisions, and striking outdated provisions.

Vision Plan: The proposed revisions to the MOU between HACLA and SEIU Local 721 supports all four core principals of HACLA's vision plan by maintaining labor stability, competitive wages and operational efficiencies such that the agency can continue to provide uninterrupted service to the communities and clients we serve.

Funding: The Chief Administrative Officer confirms the necessary funds are available and included in HACLA's budget and will be included in the operating budgets for the subsequent years. The source of funds is dependent on position and department assignment.

Environmental Review: Not applicable

Section 3: Not Applicable

Attachment:

1. Resolution

RESOLUTION NO. _____

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WHEREAS, the Memorandum of Understanding (“MOU”) between the Housing Authority of the City of Los Angeles (“HACLA”) and the Service Employees International Union Local 721 (SEIU Local 721) expires on December 31, 2021.

WHEREAS, the parties met and conferred in good faith regarding the terms of a successor MOU.

WHEREAS, the parties have tentatively agreed to the following terms for a successor MOU:

Term

January 1, 2022 – December 31, 2024.

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- 3% base salary increase effective January 1, 2023; and
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NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves and adopts the aforementioned changes to the SEIU Local 721 MOU, and further authorizes the President and CEO and/or his designee to sign the final MOU document once said changes have been incorporated.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

APPROVED AS TO FORM:

Housing Authority of the City of Los Angeles

BY: _____

General Counsel

BY: _____

Chairperson

DATE ADOPTED: _____