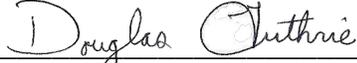


REPORT OF THE PRESIDENT & CEO

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 LOS ANGELES COUNTY BUILDING AND TRADES COUNCIL, 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 Los Angeles County Building and Trades Council (“LACB&T”), and authorize the President and CEO and/or his designee to execute the memorandum of understanding once the approved changes have been incorporated.

Regarding: LACB&T represents HACLA’s staff employed in the construction trades. Staff in this bargaining unit are generally assigned to one or more of our public housing sites and responsible for the day-to-day maintenance and repairs. The existing MOU between HACLA and LACB&T was approved by HACLA’s Board of Commissioners in February 2019, pursuant to Resolution 9490, and expired on October 31, 2021.

Issues: HACLA and representatives of LACB&T 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

- November 1, 2021 – October 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 non-PERSable Staff Appreciation Bonus for year 2021 for those LACB&T members who have been employed by HACLA on a full-time basis from January 1, 2021 (continuously) through date of issuance.

Holidays

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

General Leave Cash Out

Employees are permitted to cash out accrued but unused general leave twice annually so long as they maintain a minimum balance of 240 hours. General Leave cash outs are available the last full pay period of June and December of each calendar year.

Probationary Periods

- The probationary period for classifications within the LACB&T Bargaining Unit shall be 1 year, except as follows:
 - Employees who have passed probation in another LACB&T classification shall serve a probationary period of no less than 6 months.
 - Employees who are serving in a Per Diem classification and are being hired into permanent positions shall receive credit for time served in a Per Diem capacity, up to 6 months.
 - Under no circumstances will the probationary period for any employee holding a LACB&T classification be less than 6 months.
- Management may, in its sole discretion, extend the probationary period for individual members.
- 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), if any.

Contracting

Language set forth in Article III, Section 9 - Contracting – MOU pertaining to setting forth limitations on contracting out bargaining unit work will be extended through October 31, 2024.

Limited-Term Positions

Where there is no anticipated long-range funding or uncertain future funding for permanent positions, and staffing needs cannot be met with Per Diems, parties will meet and confer in good faith regarding Limited-Term Positions.

Clean-up language

The chief negotiators for the respective parties will work together to update the provision of the MOU to ensure they are legally compliant and consistent with business practices and negotiated changes.

Vision Plan: The proposed revisions to the MOU between HACLA and LACB&T Council 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. _____

RESOLUTION APPROVING AND ADOPTING REVISIONS TO THE SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES AND THE LOS ANGELES COUNTY BUILDING AND TRADES COUNCIL, AND AUTHORIZING THE PRESIDENT AND CEO AND/OR HIS DESIGNEE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ONCE THE APPROVED CHANGES HAVE BEEN INCORPORATED

WHEREAS, the Memorandum of Understanding (“MOU”) between the Housing Authority of the City of Los Angeles (the “Authority” or “HACLA”) and the Los Angeles County Building & Trades Council (“LACB&T”) expired on October 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

- November 1, 2021 – October 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 non-PERSable Staff Appreciation Bonus for year 2021 for those LACB&T members who have been employed by HACLA on a full-time basis from January 1, 2021 (continuously) through date of issuance.

Holidays

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

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Probationary Periods

- The probationary period for classifications within the LACB&T Bargaining Unit shall be 1 year, except as follows:
 - Employees who have passed probation in another LACB&T classification shall serve a probationary period of no less than 6 months.
 - Employees who are serving in a Per Diem classification and are being hired into permanent positions shall receive credit for time served in a Per Diem capacity, up to 6 months.
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- 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), if any.

Contracting

Language set forth in Article III, Section 9 - Contracting – MOU pertaining to setting forth limitations on contracting out bargaining unit work will be extended through October 31, 2024.

Limited Term Positions

Where there is no anticipated long-range funding or uncertain future funding for permanent positions, and staffing needs cannot be met with Per Diems, parties will meet and confer in good faith regarding Limited Term Positions.

Clean-up language

The chief negotiators for the respective parties will work together to update the provision of the MOU to ensure they are legally compliant and consistent with business practices and negotiated changes.

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NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves and adopts the aforementioned changes to the LACB&T 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: _____