Memorandum of Understanding

Between The Housing Authority of the City of Los Angeles & Service Employees International Union, Local 721
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PREAMBLE

Memorandum of Understanding: By and between the Housing Authority of the City of Los Angeles, California (hereinafter referred to as the “HACLA”), and the Service Employees International Union Local 721 (hereinafter referred to as “Local 721”), and both hereinafter collectively referred to as the “Parties.”

Article 1
TERM

Section 1. Duration. This Memorandum of Understanding shall be effective on January 1, 2022 and shall remain in effect until December 31, 2024.

Section 2. Renegotiation. Sixty (60) days prior to December 31, 2024, the Parties shall meet to negotiate the terms and conditions of a new Memorandum of Understanding or the extension of this Memorandum of Understanding.

Section 3. Meet and Confer. Neither Local 721 nor HACLA waive their respective legal right to meet and confer over subjects within the scope of bargaining under applicable state and/or federal laws.

ARTICLE 2
PAYROLL DEDUCTIONS AND DUES

Local 721 affirms its legal duty to provide a duty of fair representation, for all members of the Bargaining Unit regardless of membership status.

Section 1. Dues Deduction

On the 10th day of each calendar month (or the following business day when the 10th day falls on a weekend), Local 721 shall provide HACLA with an “authorized deduction report” which includes bargaining unit members who have authorized the deduction of union dues, COPE and other union related deductions and the deduction amounts. On the second payroll of each month, HACLA shall make the dues and other applicable deductions from the employees’ paychecks based on the most recent authorized deduction report provided by Local 721 and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within ten (10) business days of each deduction. In addition to the remittance, the HACLA shall send to Local 721 a list of all employees in the bargaining unit for whom authorized deductions have been made, the corresponding employee number, the date of the deduction, and the itemized amount of the deduction(s). Additionally, the AB119 report shall be sent monthly.

When an employee is in a non-pay status during the second payroll period of the month, no withholding will be made. In the case of an employee in a non-pay status only during part of the second pay period of the month, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In the case of an employee who is receiving catastrophic leave benefits during a pay period, no deduction shall be made.
Section 2. Committee on Political Education (COPE)

Employees may make voluntary contributions to the Union’s registered political action committees. The employer shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

On the 10th day of each calendar month or the following business day when the 10th day falls on a weekend, Local 721 will provide HACLA with a list of employees and the appropriate deduction amount on the “authorized deduction report” of the employees who have signed an authorization for the COPE deduction.

Section 3. Revocation

Any requests to revoke or change Union membership or COPE deductions will be referred to the Union. The Union will provide HACLA with notice of any changes or cancellations in dues or COPE deductions by or before the next full pay period.

Section 4. Indemnification

SEIU shall indemnify, defend, and hold HACLA (including but not limited to its officers and employees) harmless, including but not limited to attorneys’ fees, arbitration costs, and court fees, against any liability arising from any challenges, claims, demands or other action relating to the HACLA’s compliance with the deduction obligations set forth in this MOU, including claims relating to SEIU’s use of monies collected under these provisions, with legal counsel reasonably acceptable to the HACLA.

ARTICLE 3
COMPENSATION

Section 1. Salaries. Increases in salaries shall be as follows with salary schedule provided in appendix A:

a. 4% COLA increase to current base salary effective January 1, 2022;

b. 3% COLA increase to base salary effective January 1, 2023; and

c. 3% COLA increase to base salary effective January 1, 2024.

Section 2. Bonus. A $1,500.00 year 2021 staff appreciation bonus (non-PERSable) will be paid 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.
Section 3. Compaction. The supervisor’s (as defined in section 108:0102(m) of the Personnel Rules) salary shall be three per-cent (3%) higher than the salary of those they directly supervise. Whenever compaction is triggered, Human Resources shall automatically apply the compaction increase. The compaction increase will be applied as soon as practicable and will be retroactive to the date compaction is effective (but in no event prior to the first day of the month that this MOU was ratified by HACLA’s Board of Commissioners.)

Section 4. Step Increase. The Human Resources Department shall be authorized to process an employee’s annual step increase ten working days after the employee’s anniversary date, provided they have received a “standard” or better on their PARS evaluation.

a. Step 8 is available to all Local 721 members who have been at Step 7 for one year or more and who meet remaining conditions for a step increase. All other Local 721 members who are on Step 7 will move to Step 8 under the same conditions as other step increases (as set forth in Section 3, above).

Section 5. Direct Deposit. Unless otherwise agreed to because of unique circumstances, all employees (existing and new) will be required to be paid by direct deposit. A copy of the pay stub can be downloaded on the intranet.

ARTICLE 4
PROBATIONARY PERIOD

Section 1. Probationary Period. The probationary period for employees appointed to a classification in Local 721 shall be twelve (12) months.

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).

ARTICLE 5
RECOGNITION

Section 1. Representation. Pursuant to the provision of the HACLA Personnel Rules: Section 108:0104, Unit Determination; 108:0105, Notice: 108:006, Intervention, Exclusive recognition; 108:0108, Modification of Employee representation units and applicable State Law Local 721 was recognized on August 19, 1988 by the Human Resources Director as the sole and exclusive recognized representative of HACLA Maintenance Supervisors as well as classifications which may be added hereafter by HACLA.
Section 2. Classifications. The HACLA recognizes Local 721 as the sole and exclusive representative for all employees included in the following classifications:

- Maintenance Supervisors
- Working Foreman
- Maintenance Supervisor II

Section 3. Basis for Determining. The basic duties for the foregoing classification(s) shall be established in accordance with the appropriate Section of the Personnel Rules and set forth in the official job descriptions on file in the Human Resources Department. The Parties agree that all employees covered by this Memorandum of Understanding will be required to perform only the duties as described in said classifications, except in cases of emergency or temporary absence of other employees as provided in the appropriate Section of the Personnel Rules.

Section 4. Acting Pay. Employees who by written assignment from the Department Head perform the duties of a position with a higher salary classification than that in which they are regularly employed and in the absence of a higher level supervisor or manager in that position shall receive compensation specified for the position to which assigned, if performing all of the duties thereof for a period of ten (10) or more consecutive workdays. The increased compensation shall be at the first step within the higher classification as will accord such employee an increase of at least five percent (5%) over his or her current regular compensation.

Section 5. Hours of Work.

a. Regularly Scheduled Work Period. Except as otherwise provided in this Section, the hours of employment shall not exceed (80) in any fourteen (14) day period. The regularly scheduled work week shall be Monday through Friday, except that the HACLA may change the work week of individual employees and work sites to meet operating conditions, provided that employees so affected shall receive at least five (5) working days’ notice of any change in the regularly scheduled work week. If other than Monday through Friday, said work week shall be considered so as to provide at least two (2) consecutive days absence from duty during each calendar week.

b. Regularly Scheduled Work Day. The regular work day shall be from 8:00 AM to 4:30 PM. Each eight-hour shift shall include, exclusive of at least a forty-five (45) minute lunch period, two (2) ten (10) minute rest periods. Nothing herein is intended to limit an employee’s ability to participate in HACLA’s Voluntary Flex Schedule program.

Section 6. Temporary Appointments. If no certified list exists, temporary appointments may be made by the Department Head for a period not-to-exceed 6 months.
ARTICLE 6
PROFESSIONAL TIME OFF

Section 1. Authorization. Employees may be required to work overtime at the discretion of the responsible supervisor. Each Department Head shall determine and identify those managers who shall be empowered to authorize or require overtime when required by an emergency or other occasions as deemed necessary in the judgment of the responsible manager.

Section 2. Rates. The parties agree that the positions of Maintenance Supervisor and Maintenance Supervisor II are exempt from the overtime provisions of the Fair Labor Standards Act. In lieu of overtime, Maintenance Supervisors and Maintenance Supervisor IIs may accrue Professional Time Off (PTO) in accordance with the provisions outlined in this article.

Section 3. Calculations. PTO shall be computed in tenth-hour units as follows:

- 01 – 06 minutes worked 0.1 hours
- 07 – 12 minutes worked 0.2 hours
- 13 – 18 minutes worked 0.3 hours
- 19 – 24 minutes worked 0.4 hours
- 25 – 30 minutes worked 0.5 hours
- 31 – 36 minutes worked 0.6 hours
- 37 – 42 minutes worked 0.7 hours
- 43 – 48 minutes worked 0.8 hours
- 49 – 54 minutes worked 0.9 hours
- 55 – 60 minutes worked 1 hour

Section 4. Professional Time Off (PTO). Employees who are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and who regularly work extra hours, attend evening meetings, and/or are required to participate in job-related weekend activities or functions for which they do not receive paid overtime, may accrue PTO at the rate of one time (1x) their base hourly rate of pay, up to the maximum accruals set forth below.

Professional Time Off (PTO) accruals and cash out will be as follows:

a. Maximum PTO allowed to be earned per calendar year will be one-hundred twenty (120) hours. All PTO earned must be recorded on time entry on a biweekly basis as it is earned, and shall be reported not more than two payroll cycles after it is earned by way of corrected timesheet.

   Any accrued and unused PTO may be cashed out at the end of the year.

b. Upon separation from the HACLA, accrued but unused PTO will be paid to the employee.

c. Accrued but unused PTO shall not be carried over from one year to the next.
ARTICLE 7
GENERAL LEAVE AND OTHER ABSENCES

Section 1. Categories.

a. Unauthorized. Absence from duty which has not been authorized in accordance with the provisions of this Article. Employees on unauthorized absence receive no pay and may be subject to disciplinary action or considered to have resigned (or abandoned) their position in accordance with the HACLA Personnel Rules.

b. Authorized. Absence or “leave of absence” is authorized under the provision of this Article, and entitles the employee to return to work at the end of the leave without going through the employment or reinstatement processes. A leave of absence may be either with or without pay.

Section 2. General Leave.

General Leave is accrued biweekly (per pay period), at the rates and caps set forth below:

<table>
<thead>
<tr>
<th>General Leave Accrual By Seniority</th>
<th>Accrual Per Pay Period</th>
<th>Monthly Accrual</th>
<th>Yearly Accrual</th>
<th>Accrual Cap (Maximum Balance)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-5 years</td>
<td>6.78</td>
<td>14.7</td>
<td>176.4</td>
<td>536</td>
</tr>
<tr>
<td>5+ years</td>
<td>8.31</td>
<td>18</td>
<td>216</td>
<td>640</td>
</tr>
<tr>
<td>IF HIRED BEFORE 12/1/06</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10+ years</td>
<td>9.87</td>
<td>21.4</td>
<td>256.8</td>
<td>640</td>
</tr>
</tbody>
</table>

a. Service Credit in Accruing General Leave Benefits. Employees shall accrue general leave for any pay period in which they earn wages or are on a leave of absence with pay. General Leave shall be available for use in the pay-period immediately after it is earned.

b. Accrual of Seniority for Employees with a Break in Service. For the purpose of computing general leave seniority where there has been a break in service, prior service shall be counted where a monthly salaried employee was laid off for lack of work and rehired within one (1) year of the date of separation, or where a permanent employee has resigned and has been rehired within one (1) year
of the date of separation.

c. **Purposes for Which General Leave May Be Used**: General leave can be taken for any reason. Employees who have accrued general leave hours, must utilize it when taking time off, including leave taken pursuant to Article 7, Section 15 (to the extent permitted by law).

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.

d. **Scheduling and Notice of General Leave**. Employees taking general leave for the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee’s family member are required to provide notice as set forth in paragraph “e”, below.

Employees taking general leave for other reasons are required to provide their supervisor with reasonable advance written notice and obtain written approval prior to using general leave. This allows the supervisor to prepare for the employee’s absence and assure that all staffing needs are met. The responsible supervisor will attempt to accommodate an employee’s request for general leave time off; however, the needs and work load of the department will be considered when evaluating an employee’s request. While the responsible supervisor may grant, deny or modify leave requests, employees who disagree with the decision may ask that the Department Head reevaluate their request.

The responsible supervisor shall respond in writing to the employee’s written request as soon as practicable. Once the general leave is approved, the employee shall have the right to take general leave at the scheduled time unless the employee voluntarily agrees to delay taking general leave for the convenience of the supervisor. An employee desiring to return to work at an earlier date than specified on the schedule may do so only with the concurrence of the responsible supervisor.

When two (2) or more employees request the same or overlapping general leave periods, the request of the employee with the highest HACLA seniority shall prevail over all others, provided the other employee’s requests have not been previously approved.

e. **General Leave Under California’s Sick Leave/Kin Care Provisions**

Upon oral or written request, employees are permitted to take leave for the diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee or an employee’s family member. If the need for leave is foreseeable, the employee shall provide reasonable advance notice. If the need for leave is unforeseeable, the employee shall provide notice for the leave as soon as practicable. Where an employee does not provide notice within the first two hours of the beginning of their shift, they must establish that they were
unable to do so because of reasons beyond their control. In addition, if the employee is using general leave for reasons set forth in this paragraph, the employee shall keep the supervisor currently informed as to the date the employee expects to return to work. To the extent permitted by law, the responsible supervisor, with the approval of Human Resources, may require a doctor's certification where an employee has been out for reasons set forth in this paragraph for more than three days.

For purposes of this provision, family member includes a child (including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), a parent (including a biological, adoptive, or foster parent, stepparent, or legal guardian of the employee or employee's spouse, or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), a spouse, a registered domestic partner, a grandparent, a grandchild, or a sibling.

f. **Cashing Out General Leave Accruals:** 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.

g. **Lump Sum General Leave Payments Upon Separation or Death.**

Employees who leave the service of the Authority, including retirement, shall be paid for all accrued but unused General Leave. When separation is caused by death, payment shall be made to the estate of the deceased employee.

The rate of payment shall be based upon the rate of pay for the employee at the time of separation. If an employee is separated because of failure to return from a leave, the rate of payment shall be based upon the rate of pay of the employee at the beginning of the leave.

**Section 3. Personal Leave**

a. Request for personal leave shall be made no less than five (5) working days prior to the time off requested except under certain unforeseen legitimate circumstances.

b. Employees may be allowed to use three (3) days of cumulated full pay sick leave each year for personal leave. Personal leave shall not be cumulative from year to year.
Section 4. Bereavement Leave. A paid leave in the amount of three (3) days (or five (5) days for out of state travel or travel in excess of 300 miles with acceptable proof of death, travel and relationship), upon request, to an employee when any member of the employee’s immediate family dies. “Immediate family” means individuals related to the employee by blood or by law. Bereavement leave may be taken up to three (3) times per calendar year. Bereavement leave must be taken within thirty (30) days of the loss of the family member, unless the employee provides verifiable evidence (i.e. funeral program, obituary, etc.) that the funeral has been delayed and the paid bereavement leave is being used to attend the funeral services.

Section 5. Employee Organization Leave. Local 721 may have one (1) employee of this unit on Leave of Absence to accept employment with Local 721. The employee must have a minimum of one (1) year of continuous employment with HACLA. The requested leave shall only be granted if the prime reason for the leave is to conduct Local 721 business. The leave shall be without HACLA pay or benefits of any kind.

Section 6. Educational Leave. Consideration will be given to requests for educational leave without pay by a permanent employee upon written request to HACLA’s Human Resources Director.

Section 7. Medical Leave. Medical leave will be granted in accordance with applicable state, federal and local laws.

Section 8. Emergency Leave. Emergency leave without pay may be granted upon written request by a permanent employee with at least six (6) months continuous competent service with HACLA if the employee can demonstrate that the leave is necessary for personal reasons beyond his/her control or will serve to improve his/her ability as an employee of HACLA.

Section 9. Military Leave. Military leave shall be granted in accordance with applicable federal and state laws. Employees must submit written verification of service prior to approval for military leave, and a copy of their orders. Leave shall be limited to one (1) year.

   a. Permanent full-time Local 721 employees will be paid a maximum of ten (10) days each calendar year to participate in jury duty.

   b. An employee called for jury service must report for work if he/she can work for four (4) or more hours either before or after jury service with up to a one (1) hour allowance for travel.

Section 11. Catastrophic Leave.
   a. The Purpose. Catastrophic leave is to assist employees who have a serious life-threatening illness or injury to themselves or to a member of their immediate family who have exhausted all paid leave. “Immediate family” is defined as those relatives or
step relatives bearing the following relationship to the employee or employee’s spouse: spouse, mother, father, son, daughter, sister, brother, grandparent, grandchild.

b. **Catastrophic Leave Request.** Local 721 employees shall follow the procedures as provided by Human Resources.

**Section 12. Family Leave.** As required by state and federal law, the HACLA will provide family and medical care leave for eligible employees. The following provisions set forth unit members’ rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor Regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA) (Government Code 12945.2). Unless otherwise provided by this Article, “Leave” under this article shall mean leave pursuant to the FMLA and CFRA.

a. Eligible employees are entitled to a total of twelve, (12) work weeks of leave during any 12-month period. An employee’s entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.

b. An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member who is recovering from a serious injury or illness sustained in the line of duty on active duty may request up to 26 weeks leave during a single 12-month period to care for the service member.

A serious injury or illness for covered service members means an injury or illness incurred while in the line of duty on active duty or one that existed before the beginning of a member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank or rating.

A serious injury or illness for a veteran is one that was incurred or aggravated when a member of the Armed forces including any physical or mental condition that substantially impairs the covered veterans’ ability to secure or follow a substantially gainful occupation by reason of a disability or disability related to military service or would do so absent treatment. Additionally, any physical or mental condition where the veteran received a U.S. Department of Veteran’s Affairs service related disability rating (VASRD) of 50% or greater or an injury where the veteran have been enrolled in the Department of Veteran’s Affairs program of comprehensive assistance for family care givers.

c. Female employees are entitled to up to four months of leave for disabilities relating to pregnancy, childbirth or related medical conditions (meaning a physical or mental condition intrinsic to pregnancy or childbirth). For the purposes of leave under this policy, “four months” mean the number of days the employee would normally work within four calendar months (one-third of a year equaling 17 1/3 weeks), if the leave
is taken continuously, following the date the pregnancy leave commences. Employees who take Pregnancy Disability Leave (PDL) will receive additional baby-bonding time to the extent required by law (e.g. California Family Rights Act.)

d. The 12-month period for calculating leave entitlement will be a “rolling period” measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever an employee requests leave, the HACLA will look back over the previous 12-month period to determine how much leave has been used in determining how much leave an employee is entitled to.

e. If an employee uses leave for any reason permitted under the law, the employee must concurrently exhaust all other leaves in connection with the leave, to the extent permitted by law. Prior to the transition to General Leave, if an employee requests leave for his/her own serious health condition, in addition to concurrently exhausting other leaves, the employee must also exhaust sick leave. After the transition to General Leave, if an employee requests leave for his/her own serious health condition, the employee must concurrently exhaust general leave.

f. The HACLA intends to administer this policy in accordance with the requirements for the state and federal laws regulating family and medical leaves. Accordingly, this policy will be interpreted and applied in a manner that conforms with all applicable legal requirements. Any leave of absence that is granted to an employee under this policy or any other policy for a purpose specified herein shall be credited against the 12-week and 26-week limits contained in this policy if and to the extent permitted by state and federal laws.

g. When an employee is receiving state Disability Insurance (DI), Paid Family Leave (PFL), or private short and/or long term (STD/LTD) benefits the Authority shall coordinate/integrate payments of any accrued but unused leave banks, including general leave, upon the employees’ request. Employees shall cooperate with Human Resources and Payroll to facilitate the integrated payments.

h. To the extent permitted by law, employees are required to use accrued leave balances during waiting periods for disability benefits; however, the Authority shall not require the use of any accrued paid leave during such a period where disability benefits are being received.


a. **Holidays.** The following days shall be observed as official holidays by HACLA:
1. **Official Holidays.**

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>Martin Luther King’s Birthday</td>
</tr>
<tr>
<td>Presidents’ Day</td>
<td>Cesar Chavez Day</td>
</tr>
<tr>
<td>Cesar Chavez Day</td>
<td>Juneteenth</td>
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<tr>
<td>Independence Day</td>
<td>Labor Day</td>
</tr>
<tr>
<td>Veteran’s Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Day After Thanksgiving</td>
<td>Christmas Eve</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>New Year’s Eve</td>
</tr>
</tbody>
</table>

2. **Floating Holidays.** Permanent full-time employees who are covered under this Memorandum of Understanding are eligible to receive twelve (12) hours per year as floating holiday hours.

b. **Holiday Calculations.**

1. When a holiday falls on a Saturday, the previous Friday shall be observed as the official holiday; if the holiday falls on a Sunday, the following Monday shall be observed as the official holiday.

2. To be eligible for the twelve (12) hours “employee designated” floating holiday time, an employee must have been hired by June 30 of a particular year and must use the twelve (12) hours by the end of the same calendar year. If the twelve (12) hours are not used by the end of the calendar year, they are forfeited.

3. No deduction in pay shall be made for the above holidays provided that the employee received pay either the last work day preceding the holiday or the next regular day following the holiday.

c. **Religious Holiday.** Employees may at their discretion elect to absent themselves from duty in order to observe a religious holiday; provided they so advise their responsible supervisor no less than five (5) working days in advance of the holiday. Said absence from duty shall be charged to accrued vacation or compensatory leave or shall otherwise be construed as leave without pay.
ARTICLE 8
AMERICANS WITH DISABILITIES ACT (ADA)/FAIR EMPLOYMENT AND
HOUSING ACT (FEHA)

Section 1. Americans With Disabilities.

a. Because the ADA/FEHA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the HACLA may disregard provisions of this Memorandum of Understanding in order for HACLA to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

b. Any accommodation provided to an individual protected by the ADA/FEHA shall not establish a past practice in the grievance/arbitration procedure.

ARTICLE 9
RETIREMENT AND EMPLOYEE BENEFITS

Section 1. Retirement.
The HACLA contracts with the California Public Employees’ Retirement System (CalPERS) for retirement benefits. Eligibility for and the type of retirement benefits under HACLA’s contract with CalPERS is based on several factors, including an employee’s date of hire, years of service, and applicable laws. The following is a summary of the pension benefits provided. The exact terms and conditions of the retirement benefits are governed by the plan document themselves. The plan documents supersede any inconsistent statements or descriptions, written or oral. Employees are encouraged to contact the Human Resources Department or their CalPERS representative for additional or more detailed information regarding their retirement benefits.

a. Classic Members: Employees covered by this MOU who are defined as “Classic Members” are eligible for retirement benefits based on 2.7% at 55. Employees must have five (5) years of service credit and be a minimum age of 50 for a service retirement.

1. The HACLA contracts for the following optional benefits through PERS retirement.

2. Final compensation will be based on the highest average compensation earnable during the 12 consecutive months immediately preceding the effective date of his or her retirement, or some other 12 consecutive month period designated by the member; and

3. Military Service — Employees who have served in the Military may at their expense buy the time they served as PERS credit.

4. Vista Service — Employees who have worked for the Peace Corps or Vista
Service may at their own expense buy the time they served as PERS Credit.

b. **PEPRA Members:** Employees covered by this MOU who are defined as “New Members” within the meaning of the California Public Employees’ Pension Reform Act (PEPRA) of 2013 receive the 2% @ 62 Service Retirement benefit.

1. Final compensation will be based on the highest annual average compensation earnable during the 36 consecutive months immediately preceding the effective date of his or her retirement, or some other 36 consecutive month period designated by the member.

2. Employees covered under the 2% @ 62 retirement formula shall pay one half of the normal cost rate as established by CalPERS.

c. **Retiree Medical:** Retiree Medical for Classic and PEPRA members is 50% of total cost for retiree and eligible dependents for CalPERS sponsored medical plans. Employee must have been an enrollee prior to retirement.

**Section 2. Tuition Reimbursement** Employees are eligible for tuition reimbursement in accordance with HACLA’s Tuition Reimbursement Policy in effect as of October 2017.

**Section 3. Uniforms.**

a. **Uniform Allocations.**

1. Employees shall wear the uniform provided by the HACLA. The uniform will include a shirt suitable for a tie, and pants.

2. All new employees will receive an initial uniform allocation of four (4) sets.

3. Employees who elect to wear a tie suitable for the work place will do so at their own expense and cleaning.

4. HACLA will provide 5 shirts suitable for a tie and 5 pairs of pants on an annual basis.

b. **Uniform maintenance allowance.** Permanent employees shall receive a monthly uniform allowance in the amount of $60.00 to be paid bi-weekly at $27.69 each pay period.

**Section 4. Mileage Reimbursement.** The HACLA agrees to pay the Internal Revenue Service (IRS) approved mileage reimbursement rate per pay period in effect at the time travel occurs.
Section 5. Employee Personal Property Loss/Damage. The HACLA agrees to reimburse employees for personal property loss or damage in an amount not to exceed $300. Employees must follow the Policy for Employee Reimbursement for Lost, Stolen or Damaged Personal Property.

Section 6. Employer Provided Insurance Coverages

a. HACLA to provide up to 100% of the CalPERS medical premium rate for Los Angeles, San Bernardino & Ventura Counties at the Kaiser rates for Employee only, Employee-One Dependent and Employee + Multiple Dependents as applicable.

b. HACLA will provide 100% of Dental HMO rates for Employee only, Employee-One Dependent and Employee + Multiple Dependents as applicable.

c. HACLA will provide 100% of basic vision coverage for Employee only, Employee-One Dependent, and Employee + Multiple Dependents as applicable.

d. For those employees who opt out of the Medical insurance provision as stated above, HACLA, upon receipt of “other coverage certification” as defined under the Affordable Care Act, will be paid $250 per month in lieu of insurance.

e. Current employees who opted out of the 2017 open enrollment (in calendar year 2016), and continue to opt out will continue to be grandfathered in at $450 cash out on a monthly basis. Once grandfathered employees opt in to the insurance plan, this clause no longer applies to them.

Section 7. Other Insurance Coverages. HACLA will pay for the mandatory short term disability/long term disability (STD/LTD) and $20,000 Mandatory Term Life Insurance policy on behalf of each permanent full time employee.

Section 8. Deferred Compensation. HACLA agrees to maintain a Deferred Compensation Program as provided by Section 457 of the Internal Revenue Code.

Section 9. Employee Assistance Program. HACLA agrees to maintain an Employee Assistance Program.

Section 10. Section 125 Plan. HACLA agrees to maintain a Flexible Spending Account as provided under Section 125 of the Internal Revenue Code.
Section 11. Conference Attendance. HACLA agrees to authorize a total of two (2) Local 721 selected employees to attend the National Association of Housing and Redevelopment Officials (NAHRO) annual conference as approved by the Director of Housing Services. Disapproval of delegates shall be only for cause or because of the operational needs of the department. The approved designee will be notified of the NAHRO annual conference dates by HACLA, receive release time and have expenses paid by HACLA.

Within 60 days of attending the conference, SEIU Local 721 members who have attended the NAHRO conference will provide informational training to the department staff on topics covered in the conference. SEIU Local 721 members who are providing such informational training shall review the training material with the department head or his/her designee and tailor the informational training based on feedback from the Department Head or his/her designee.

SEIU Local 721 members may accrue PTO for conference activities that are scheduled beyond the employee’s regular working hours. In no event shall accrual of PTO exceed the accrual caps set forth in this MOU.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 1. Purpose. The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, harassment, coercion, restraint or reprisal against any employee or employees who may submit to or be involved in a grievance.

Section 2. Definition.

a. “Employee” means either employee or employees as appropriate.

b. “Grievance” means a written complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of written rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

c. “Informal Grievance” means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices of working conditions, which the employee attempts to resolve in an informal manner with his/her immediate supervisor.

d. “Work days” means calendar days exclusive of Saturdays, Sundays, and legal holidays.
e. “Immediate supervisor” means the person designated by HACLA as the employee’s immediate supervisor.

Section 3. Responsibilities.

a. Local 721 will encourage an employee to discuss his/her complaint with his/her immediate supervisor in a sincere effort to resolve the complaint without the need to file a written grievance.

b. The immediate supervisor will, upon request of an employee, discuss the employee’s complaint with him/her at a mutually satisfactory time in a sincere effort to resolve the complaint.

c. The employee will discuss the complaint with the immediate supervisor in a sincere effort to resolve the complaint prior to filing a written grievance.

d. Local 721 and the Human Resources Director, upon request, will advise the employee of the necessary information to process the grievance in compliance with the grievance procedure.

Section 4. Waiver and Time Limits

a. Time limits at all steps for Management will begin when the written grievance is received in HACLA’s Human Resources Department.

b. Failure of Management to reply to the employee’s grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

c. Any level of review, or any time limits established by this Article, may be waived or extended by mutual agreement confirmed in writing.

d. If any employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance will not be subject to further appeal or reconsideration or just cause for delay.

e. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. General Rights and Restrictions

a. An employee has the right to the assistance of a representative in the investigation and preparation of his/her written grievance, and to represent him/her in grievance meetings. This right includes the right to assistance and representation by a Local 721 Representative but does not give the employee the right to be represented by any other employee organization. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
b. An employee may present his/her grievance to Management on HACLA’s time. No employee shall lose rights because of Management imposed limitations in scheduling meetings.

c. Only a person selected by the employee and made known to Management at least one business day prior to a scheduled grievance meeting will have the right to represent or advocate as an employee’s representative.

d. If a person scheduled to attend a grievance meeting is unable to attend, he/she shall inform the other party as soon as possible.

e. If an employee requests to be represented by Local 721, only stewards in this unit or authorized Local 721 staff representatives may represent the employee in grievance meetings.

f. In the event an employee designated a Local 721 representative to represent him/her, by having the Local 721 representative sign the grievance form, the HACLA will send a copy of the response resulting from the grievance hearing to Local 721.

g. Only employee who have direct, first-hand knowledge of the event giving rise to the grievance may be called and attend meetings on HACLA time without loss of pay. Such employees shall not log PTO.

h. An adequate supply of grievance forms will be available in the office of the Human Resources Department to all stewards and Local 721 representatives.

i. If an employee does not elect to be represented by Local 721 in a grievance meeting, the employee shall be informed by HACLA Management of their rights under Section 108:14 Grievance Review of HACLA’s personnel rules. Where an employee does not elect to be represented by Local 721 in a grievance meeting, the decision of the grievance shall not be precedent setting on Local 721.

j. With approval of all parties, Local 721 may have a representative present even if not requested by the employee.

Section 6. Procedure.

Step 1. Middle Management. Within twelve (12) business days from the occurrence of the matter on which a complaint is based, or within twelve (12) business days from the date the grievant knew or should have known of such occurrence, or within twelve (12) business days of discussing the complaint with the immediate supervisor, an employee may file a written grievance.

The employee may present the grievance to the department head using the original copy of the grievance with copies provided to the Human Resources Department and the Local 721 Representative. The grievance from will be signed and dated by the employee stating the nature of the grievance and the remedy requested. The
immediate supervisor will discuss the grievance with the employee and his/her representative within twelve (12) business days.

**Step 2. Department Head.** If the grievance is not resolved in Step 1, the grievant may, within ten (10) work days after the service of the decision in Step 1, present a written grievance to the department head with a copy to the Human Resources Department. Within ten (10) work days from the receipt of the grievance, the department head shall arrange a meeting with the grievant to discuss the matter. If the department head is not available, the parties may agree to either extend the time limits for the grievance until the department head is available or agree that a designee may attend the meeting. The department head or designee shall render a decision in writing within ten (10) work days following the meeting. The decision shall be personally served upon the grievant or mailed to the grievant’s last known address or as otherwise specified by the grievant.

**Step 3. Request to Mediate.** Subject to mutual agreement, non-binding mediation may follow Department Head review procedures before proceeding to final review by the President and CEO.

**Step 4. President and CEO.**

a. Within thirty (30) business days from his/her receipt of the decision resulting from the previous step, the employee may present his/her grievance to the Human Resources Department using the original copy of the grievance.

b. Within thirty (30) business days from receipt of the grievance, the Human Resources Department shall arrange a meeting between the grievant and the President and CEO or designee who has not been involved in the grievance in prior levels, to discuss the matter. Within thirty (30) business days after the meeting the President and CEO, or designee will give a written decision to the Local 721 representative.

c. The written decision of the President and CEO or designee shall be final.

**Section 7. Appeal Procedures for Significant Discipline.**

Appeal Procedures set forth in the Housing Authority’s Personnel Rules, Section 108:0906, (in effect as of the ratification of this MOU) shall apply to significant discipline. Parties shall meet and confer with regard to any changes to the Personnel Rules, section 108:0906.

**ARTICLE 11**

**HACLA RIGHTS AND RESPONSIBILITIES**

All HACLA rights, powers, authority and functions to the extent of the law shall remain vested and exclusive in the HACLA except to the extent expressly limited by the specific provisions of this Memorandum of Understanding. It is expressly recognized that such rights, powers, authority and functions include but are by no means limited to, the right to
establish and administer policies, procedures and standards, to direct and schedule the work force; to hire, promote, demote, transfer and lay off employees; for proper cause, to reprimand, suspend, discharge or otherwise discipline employees; to determine the number of employees and the duties to be performed; to maintain efficiency; to establish, expand, reduce, alter, consolidate, or abolish any job classification or operation of service; to determine staffing requirements; to control and regulate the use of facilities, supplies, equipment and other property; to determine the number, location, and operation of work sites; to determine the assignment of work; to require overtime work; to discontinue, reorganize or combine any operation; to introduce new or improved methods of operations; to establish and change reasonable rules, regulations, policies and practices; to determine the number of supervisors and other jobs or positions outside of the bargaining unit covered by this Memorandum of Understanding, and the right to determine the means of selection, transfer and promotional standards; to schedule hours of operation and work; to determine the scope of HACLA’s activities and the location of such activities; and to determine the materials and equipment to be utilized. However, management shall at the earliest time possible meet and confer with the union on the impact of any decision to reorganize and/or when such issues are not covered by the Memorandum of Understanding. Provided, however, that the exercise of such rights mentioned above does not preclude the employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 12
PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable laws and Federal and State regulations. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws and regulations, or is otherwise held to be invalid or unenforceable by any tribunal having jurisdiction, such part or provision shall be suspended and superseded by such applicable laws and the remainder of this Memorandum of Understanding shall not be effected hereby. Local 721 does not waive any legal rights to meet and confer over subjects within the scope of bargaining under applicable state or federal law.

ARTICLE 13
BULLETIN BOARDS

Management will furnish adequate bulletin board space to Local 721 at work locations where employees represented by Local 721 work. Such bulletin board space will be accessible to all employees.

The bulletin board will be used for the following subjects:

a. Local 721 recreational, social and/or related news bulletins;

b. Scheduled Local 721 meetings;
c. Information concerning Local 721 elections or the results thereof; and

d. Reports of official business of Local 721 including newsletters, reports of Local 721 committees or the Local 721 Board of Directors.

A copy of all postings shall be submitted to HACLA’s Human Resources Director or his/her designated representative for his/her information prior to or as soon as it’s posted.

**ARTICLE 14**

**SAFETY**

**Section 1. Full Force and Effect.** The HACLA will at all times keep in full force and effect Workers’ Compensation Insurance covering all employees and abide by and enforce all safety orders of the Industrial Accident Commission of the State of California now in effect hereafter promulgated.

**Section 2. Safety Policy.** Employees shall perform assigned duties safely using the practices, means, methods, operations, and processes prescribed in any law, occupational safety or health standard, safety order, or safety rule and regulation. Employees shall report any unsafe practices, equipment, or hazardous conditions promptly to their immediate supervisor or departmental safety officer.

**Section 3. Supervisors.** As supervisors, the employees are also responsible for providing safe working conditions, training subordinate employees in safety and accident prevention and taking appropriate corrective actions.

**Section 4. GPS Tracking.** HACLA agrees to notify SEIU prior to implementation of GPS tracking.

**Section 5. Transportation and Safe Use of Power Tools.** The HACLA will provide employees the necessary equipment and power tools for the performance of their assigned duties. Employees shall not transport HACLA power tools or equipment in private vehicles.

**ARTICLE 15**

**WORK ACCESS**

Authorized Local 721 staff representatives will be given access to work locations during working hours for the purpose of conducting investigation of and processing of grievances, observing working conditions, posting bulletins on bulletin boards, and all related matters.

Local 721 shall give HACLA Management copies of a written list of all authorized local staff representatives, which list shall be kept current by Local 721. Access to work locations will only be granted to representatives on the current list.

When visiting any work location, Local 721 representatives shall contact the Human
Resources Director or his/her designated representative prior to entering any work location.

ARTICLE 16
FULL UNDERSTANDING, MODIFICATIONS, WAIVER

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters or agreements by the parties, whether formal or informal.

It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term.

It is recognized that during such time it may be necessary for Management to make changes in rules or procedures affecting employees in the unit. Where Management makes such changes because of the requirements of local, state, or federal law, HACLA shall not be required to negotiate the matter of compliance with such law; however, nothing in this section is intended to limit Management’s legal obligation to meet and confer on matters that have impacts on mandatory subjects of bargaining.

HACLA shall notify Local 721, indicating any proposed change prior to its implementation. If Local 721 wishes to consult or negotiate with Management regarding the matter, Local 721 shall notify Management within ten (10) business days from the receipt of such notice. Upon receipt of such notice, the parties shall meet promptly in an earnest effort to reach a mutually satisfactory resolution of any problem arising as a result of the change instituted by Management. Where Management makes such changes because of the requirements of law HACLA shall not be required to negotiate the matter of compliance of such law.

Nothing herein shall limit the authority of Management to make necessary changes during emergencies. However, Management shall notify Local 721 of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. “Emergency” is defined as an unforeseen circumstance requiring immediate implementation of the change.

Where Management makes any such change for reasons other than the requirements of law or an emergency, where such change would significantly affect working conditions of a significantly large number of employees in the Unit, where the subject matter of the change directly affects the wages, hours and other terms and conditions of employees in the Unit, and where Local 721 within the time limits provided requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have upon the wages, hours, and other terms and conditions of employment of the employees within the Unit.

If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, or if an impasse is reached in the negotiations, such impasse may be submitted by either party to the Board of Commissioners except as required by law.
Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any matter covered herein or with respect to any other matters during the term of this Memorandum of Understanding.

The waiver of any breach, term or condition of Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 17
STEWARDS

Subject to the provisions of Article X, Grievance Procedure, Local 721 stewards may spend a reasonable amount of time to promptly investigate, prepare and process grievances without loss of pay or benefits of any kind. When an employee has discussed his complaint with his immediate supervisor in a sincere effort to resolve the complaint and subsequently has informed his immediate supervisor that he intends to file a written grievance, a Local 721 steward may spend a reasonable amount of time to promptly and expeditiously assist the employee to write his/her grievance on HACLA’s grievance forms without loss of pay or benefits. Local 721 agrees, whenever processing of grievances is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized.

Stewards, when leaving their work locations to process grievances, shall first obtain permission from their supervisor as designated by Management, and inform him/her of the nature of the business. Permission to leave will be granted within a reasonable time unless such absence would cause an undue interruption of work, if such permission cannot be granted when requested, the steward will be informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday and legal holidays, after the time requested by the steward, unless otherwise mutually agreed to.

Upon entering other work locations, a steward shall inform the person who is designated by Management as responsible or the work location of the cognizant supervisor of the nature of his/her business. Permission to leave will be granted to the employee involved unless such absence would cause an undue interruption of work. If such permission cannot be granted when requested, the steward will be informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and legal holidays, after the time requested by the steward, unless otherwise mutually agreed to. Denial of permission for a steward to leave his work location for an employee to meet with the steward will automatically constitute an extension of time equal to the delay.

Local 721 agrees that 1) a steward shall not log overtime for time spent performing any function of a steward; and 2) only stewards will be allowed to act as the steward for a grievance, except by mutual agreement with HACLA Management.
SEIU shall designate a SEIU chief steward and register such person in writing with HACLA Human Resources. Management agrees not to transfer the registered chief steward to a different work location without approval of the designated chief steward or Local 721 except in cases where: 1) there is no longer work for the chief steward in his/her classification at his/her work location; 2) a situation is determined to be an “emergency” pursuant to the MOU; 3) an individual case wherein Management needs to transfer personnel as relates to ensuring employee safety (limited to: matters relating to discriminatory harassment and workplace violence), or other such matter that might involve formal investigation; and/or 4) it otherwise infringes upon the best interests of the agency.

Steward transfer exceptions will be subject to separate meet and confer.

**ARTICLE 18**
**PERSONNEL POLICIES AND PRACTICES**

An employee, or his/her certified representative with the written consent of the employee may inspect that employee’s personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written Statement by the employee’s supervisor or departmental management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor’s signature and the signature of a witness to the employee’s refusal to sign.

The employee may file a grievance regarding any disciplinary action not subject to the disciplinary appeal process taken by HACLA, which HACLA proposes to be placed in the employee’s personnel file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance procedure has been exhausted.

On reviewing his/her file, an employee may request and may with approval of the Human Resources Director have any written warnings issued more than two years and written reprimands issued more than four (4) years prior removed from his/her personnel file.

**ARTICLE 19**
**EQUAL EMPLOYMENT OPPORTUNITY**
Pledge against Discrimination. The provisions of this Memorandum of Understanding shall be applied equally to all employees of the Bargaining Unit without discrimination on the basis of any legally protected category or status. Protected categories include, but may not be limited to the following: race; color; religion; national origin; sex (including sexual harassment); age (over 40); disability (mental and physical); marital status; sexual orientation; gender, gender identity, and gender expression; ancestry; medical condition; genetic information; military and veteran status; Union membership and/or activity; any other protected classification as defined by the California Fair Employment and Housing ACT (FEHA), and retaliation for having filed a discrimination complaint. The responsibility for applying this provision of the Memorandum of Understanding is equally shared by the Authority and the Union.

ARTICLE 20
PERSONNEL RULES

If HACLA revises the Personnel Rules, prior to the adoption by the Board of Commissioners and pursuant to the Personnel Rules, the proposed revisions will be sent to Local 721 at least thirty (30) days in advance for review, suggestions, comments and, where applicable, commencement of the meet and confer process.

In the event of conflict between the Personnel Rules and the Memorandum of Understanding, this Memorandum of Understanding will control.

ARTICLE 21
LANGUAGE INTERPRETATION

In order to provide an effective procedure whereby disagreement between Local 721 and Management concerning the interpretation or application or any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of more than one employee in the unit may be effectively resolved, the following procedures are agreed upon:

a. Local 721

1. Where Local 721 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, Local 721 may request in writing with four (4) copies to HACLA’s Human Resource Director that a meeting be held with the authorized representatives of HACLA who have authority to make effective recommendations for such resolution of the matter. Such written request shall set forth the facts giving rise to the request for the meeting within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

2. Within ten (10) business days of such a meeting, and in the event the matter is not satisfactorily resolved, Local 721 shall have the right to meet the principal representative(s) of HACLA who have the authority to resolve the
matter. For the purposes of this provision Management’s principal representative(s) shall mean HACLA’s President and CEO and/or their designated representatives who have the authority to resolve the matter.

3. Within ten (10) business days after the meeting, Management’s principal representative shall respond to Local 721 in writing setting forth Management’s decision including the reasons.

Within ten (10) business days from receipt of Management’s written decision, if the matter is not satisfactorily resolved, the disagreement may be submitted to the Board of Commissioners whom may conduct a formal hearing themselves, appoint the Human Resources Committee to conduct a formal hearing or submit to arbitration in accordance with the Discipline Procedure of the Personnel Rules.

ARTICLE 22
SUCCESSORS

This agreement shall be binding upon the parties, their successors or assignees and upon any party, partnership or corporation that may take over the operation and/or management of HACLA.

ARTICLE 23
JOINT LABOR MANAGEMENT COMMITTEE

HACLA and SEIU have agreed to the creation and implementation of a joint labor-management committee (JLMC). The committee shall be made up of four members, two designated by the union and two designated by management, and shall meet as mutually agreed, but not less than reasonably necessary to address and resolve topics chosen of mutual agreement during at least the full term of the new Memorandum of Understanding, January 1, 2019 - December 31, 2021, but beyond such term if so agreeable by both parties. Any decisions of the committee constituting a change in any issue within the scope of representation shall be documented in writing and shall only be effective upon approval by majority vote of the bargaining unit membership and of HACLA’s Board of Commissioners.

ARTICLE 24
NEW EMPLOYEE ORIENTATION

HACLA shall provide the Union written notice of new hires by electronically copying the SEIU Local 721 worksite organizer and emailing notification to our Membership Department at membership@seiu721.org, on formal job offer notices for new hires entering the SEIU Local 721 bargaining unit. The written notice shall be provided at least ten (10) business days prior to a new employee’s start date. For internal employees promoted into the SEIU Local 721 Bargaining Unit, written notice shall be five business days. Under both circumstances, where there is an urgent need that is critical to the employer’s operations that was not reasonably foreseeable, the notice period may be shorter. The written notice shall contain the following information: names, job title, work
location, and department. Representatives of SEIU Local 721 shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the new hire orientation, for which attendance is mandatory. No representative of management shall be present during the Union's presentation. Release time shall be granted for one (1) steward to participate in the new employee orientations. "New hires" shall be defined to include any employee new to SEIU 721, including, but not limited to, employees entering the bargaining unit through-promotion/demotion. HACLA shall maintain on its intranet and website a copy of the most current Memorandum of Understanding between Management and SEIU Local 721 and will identify the location of such documentation during the new hire orientation.

OTHER RELATED AGREEMENTS

Section 1. During the term of the MOU, the parties agree 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 and must be made by mutual agreement.
IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding for and on behalf of the SEIU Local 721 and the Housing Authority of the City of Los Angeles by their duly authorized representatives on February _____, 2022.

For SEIU Local 721

Dale Morgan
Mia Jackson
Michael Woods

For the Housing Authority of the City of Los Angeles

Annie Markarian 5/13/2022
Annie Markarian, Director of Labor and Employee Relations
IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding for and on behalf of the SEIU Local 721 and the Housing Authority of the City of Los Angeles by their duly authorized representatives on February _____, 2022.

For SEIU Local 721

Date Morgan

Mia Jackson  Michael Woods

For the Housing Authority of the City of Los Angeles

Annie Markarian  5/13/22

Annie Markarian, Director of Labor and Employee Relations