



District Council 36

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Cheryl Parisi
Executive Director

Executive Board

Alice Goff
President

Gwendolyn Jones,
Secretary

Roy Stone
Treasurer

Karen Norwood
Vice President
District 2

Sylvena Parker
Vice President
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Jose Trujillo
Vice President
District 2

Ray Prado
Vice President
District 4

Joan Raymond
Vice President
District 5

Gerald Adams
Vice President
District 6

Andrea Houtman
Vice President
District 7

January 26, 2012

Mayor Antonio Villaraigosa
and City Council – City of Los Angeles
City Hall Office
200 North Spring St.
Los Angeles, CA 90012

Christine Essel, CEO
Community Redevelopment Agency of Los Angeles
1200 West 7th Street
Los Angeles, CA 90017

As you know, the American Federation of State, County, and Municipal Employees (“AFSCME”) represents the Basic, Supervisory, Professional, and Management bargaining units (Locals 164, 585, 1890, and 2204) at the Community Redevelopment Agency of Los Angeles (“CRA/LA”). We are deeply appreciative of the recognition that the City has given us over the years in praising our efforts. It is thus inconceivable to us that the City would not do everything in its power to retain this talented workforce.

We have previously advised the City of certain obligations with respect to CRA/LA employees (attached). Indeed, the City has previously acted to protect those jobs (attached). We are hopeful that we can continue to amicably resolve these concerns and we are committed to working toward this end.

However, we must again ask for your support due to the City’s latest actions.

Yesterday, the City elected to retain the housing assets and function previously performed by CRA/LA. As you know, the CLA/CAO report on this issue states that the Los Angeles Housing Department (“LAHD”) will need additional staff beyond those 30 employees presently employed by CRA/LA, in order to perform housing authority functions. Fortunately, incoming revenue from CRA/LA is projected to match this need.

The CRA/LA housing portfolio currently generates about **\$11 million in revenue** each year. This is more than enough income to support 70 staff members with benefits, let alone the approximately 30 CRA/LA staff members performing the various CRA/LA housing functions (including monitoring, negotiations, maintenance, inspection, financing, *etc.*).

Orange County 2101 W. Crescent Ave Suite C Anaheim, CA 92803 (714) 778-4417	Ontario 320 West G Street Suite 201C Ontario, CA 91764 (909) 460-6200	South Bay 500 East Carson Plaza Dr. Suite 107 Carson, CA 90706 (310) 516-1645	San Diego 3737 Camino Del Rio South Suite 400 San Diego, CA 92108 (619) 640-4939
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We strongly believe that the City has a statutory and contractual obligation to hire the 30 CRA/LA staff members under the terms of their present Memorandums of Understanding ("MOUs"). We also believe this is the right thing to do.

Even assuming all 30 CRA/LA employees are retained, the City will still see a net increase to its bottom line revenue.

CRA/LA staff has a cordial and successful relationship with staff of the LAHD. They work together on many projects funded by both entities through cooperation agreements. They collaborate on projects from inception through funding and audits. The transfer of CRA/LA staff to LAHD would be smart and efficient, because it will provide continuity and relevant cross-training.


The City acknowledges that they benefit from the talent of CRA/LA staff. The housing assets provide more than enough funding to support the CRA/LA housing staff. Even if you disagree that the City is legally obligated to hire CRA/LA employees, why wouldn't you under these conditions?

We understand the Council will be considering this issue at HCED on February 1 (a reporting requirement in connection with Council Item 12-0049). We therefore ask you to:

1. Ensure that LAHD hires and employs present CRA/LA employees,
2. Recognize the AFSCME Locals and the employees' respective bargaining units, and
3. Honor the terms and conditions of AFSCME's MOUs.

While we are confident that we will resolve these issues with your good help, AFSCME respectfully reserves all statutory, administrative, and contractual legal rights, and the opportunity to pursue all legal remedies available to it.

Thank you,



Steve Koffroth
Business Representative

Cc: Maria Elena Durazo, Los Angeles County Federation of Labor
Willie Pelote, AFSCME California Legislative and Political Director

TO CITY COUNCIL

1-25-12



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March 4, 2011

Mayor Antonio Villaraigosa
City of Los Angeles
200 North Spring St.
Los Angeles, CA 90012

Christine Essel, CEO
Community Redevelopment Agency of Los Angeles
1200 West 7th Street
Los Angeles, CA 90017

This letter shall serve as notice that AFSCME Locals 164, 585, 1890, and 2204 ("AFSCME"), representing the Basic, Supervisory, Professional, and Management bargaining units, are requesting to be included in the negotiations regarding the cooperative agreement between the City of Los Angeles ("City") and the Community Redevelopment Agency of Los Angeles ("CRA/LA") (Council File #11-0086) regarding the implementation of capital and public improvements, affordable housing projects, and other redevelopment projects – all currently being performed by AFSCME members.

We believe that such negotiations directly impact terms and conditions of employment currently covered by two collective bargaining agreements, one for CRAMA (management unit) and one for BPS (basic, professional, and supervisory units) of which AFSCME, the CRA/LA, and the City (through their administrative actions as the oversight entity) are parties. Such agreements provides specifically for the following:

"RETENTION OF EXISTING BENEFITS

*All present benefits not otherwise altered and amended by this MOU shall remain in full force and effect. It is the intent of the CRA/LA to continue all terms and conditions of this MOU for the term of this MOU and to maintain all accrued benefits and seniority in the event that the CRA/LA or any of its functions are transferred to the City, or assumed by some other new or existing governmental body."*¹

And

¹ From the BPS MOU, Article 25. A nearly identical provision is found in the CRAMA MOU, Article 51

Bridge Service,	Orange County	Ontario	South Bay	San Diego
	2101 W. Crescent Ave	320 West G Street	500 East Carson Plaza Dr.	3737 Camino Del Rio South
	Suite C	Suite 201C	Suite 107	Suite 400
	Anahaim, CA 92803	Ontario, CA 91764	Carson, CA 90706	San Diego, CA 92108
	(714) 778-4417	(909) 460-6200	(310) 516-1645	(619) 640-4939

"REDUCTION IN FORCE

*All temporary and contract employees in the same or similar classification as those scheduled for reduction in force shall be laid off prior to CRA/LA employees."*²

And,

"CONTRACTING OUT

The parties agree that each year during the budget cycle, CRA/LA will notify representatives of each bargaining unit and a business representative from AFSCME and engage in meaningful discussion and receive input for the consideration of additional contract services and proposed additional positions."

*"In addition to the budget cycle notification, discussion and input, the CRA/LA shall notify the Union whenever it considers contracting out any additional type of work that was not considered during the budget cycle notification discussion and input."*³

The City and the CRA/LA therefore have an obligation to uphold the provisions of these MOUs and as such they must:

1. Ensure that any successor entity to the CRA/LA be a public agency.
2. Ensure that the CRA/LA and any successor entity shall retain the authority to bargain over matters within the scope of representation, including severance and retirement-incentive payments, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Sections 3500, et seq.).
3. Ensure that any successor entity to the CRA/LA hires and employs present CRA/LA employees, recognizes the AFSCME Locals and the employees' respective bargaining units, and continues the terms and conditions of the MOUs.
4. Advocate for each of these conditions with the State legislature.

Please affirm that each of you will do such in accordance with our agreement and that AFSCME will be included in the negotiations over such matters.

Thank you,

Steve Koffroth
Business Representative

Cc: LA City Council
CRA/LA Board of Commissioners
Maria Elena Durazo, Los Angeles County Federation of Labor
Willie Pelote, AFSCME California Legislative and Political Director

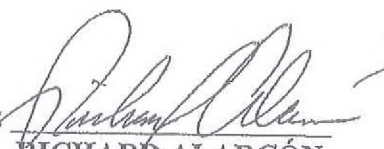
² Article 54 of the BPS MOU and Article 49 of the CRAMA MOU

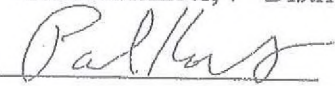

³ Appendix F of the BPS MOU and Appendix D of the CRAMA MOU

MOTION

I MOVE, that the City Council and the CRA/LA affirm an obligation to uphold the following provisions:

1. Ensure that any successor entity to the CRA/LA be a public agency.
2. Ensure that the CRA/LA and any successor entity shall retain the authority to bargain over matters within the scope of representation, including severance and retirement-incentive payments, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Sections 3500, et seq.).
3. Ensure that any successor entity to the CRA/LA hires and employs present CRA/LA employees, recognizes the AFSCME Locals and the employees' respective bargaining units, and continues the terms and conditions of the MOUs.
4. Advocate for each of these conditions with the State legislature.

PRESENTED BY: 
 RICHARD ALARCÓN
 Councilmember, 7th District

SECONDED BY: 


MAR 8 2011

ORIGINAL

COUNCIL MOTION PASSED AS A RESULT OF AFSCME RAISING OUR MOU OBLIGATIONS

- IN CONNECTION WITH CO-OP AGREEMENT

12. The CRA/LA and the Union reserve the right to make any other necessary adjustments or changes to this article to follow the same increased adjustments or changes made for other CRA/LA representation units.
13. It is mutually recognized that during the term of this MOU the CRA/LA may create new classifications which may be represented by the Union. The pay range for said new classification shall be subject to meet and confer.
14. To ensure the accurate maintenance and reporting of time records for payroll purposes, the CRA/LA delays its payroll processing by one week i.e. seven (7) days.

MOU LANGUAGE APPROVED BY CITY

IN MAR 2008

SECTION IV - BENEFITS

**ARTICLE 25
RETENTION OF EXISTING BENEFITS**

All present benefits not otherwise altered and amended by this MOU shall remain in full force and effect. It is the intent of the CRA/LA to continue all terms and conditions of this MOU for the term of this MOU and to maintain all accrued benefits and seniority in the event that the CRA/LA or any of its functions are transferred to the City, or assumed by some other new or existing governmental body.

**~~ARTICLE 26~~
HEALTH BENEFITS**

1. The maximum CRA/LA medical and dental subsidy equates to a monthly sum equal to the Kaiser family rate and the employee-only rate for the dental indemnity plan (currently Delta Dental DPO).
2. The CRA/LA will apply this sum first to the employee's coverage. Any remaining balance will be applied to the coverage of the employee's dependent(s) ("dependents" as determined by the terms and limitations of the medical carrier) under the plan.

The definition of a dependent shall include the domestic partner of an employee and the dependents of such domestic partner.

Any employee claiming a domestic partner and/or the dependents of such domestic partner for purposes of this article shall complete a confidential affidavit, (state certification or a comparable legal document may substitute for the confidential affidavit) to be filed in the Human Resources Department which shall be signed by the CRA/LA employee and the domestic partner, declaring the existence of a domestic partnership.

By extending to an employee the specific benefits defined by this Article, the CRA/LA does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to the dependents of such domestic partner.

3. The CRA/LA's monthly contribution shall increase by the whole dollar increase in the Kaiser family rate at the beginning of the pay period in which the yearly premium rate changes are implemented for employees who participate in the City's health plans. The CRA/LA will expend the monthly sum necessary to cover the cost of the employee-only coverage under the dental indemnity plan program (currently Delta Dental DPO).