

Internal



## Berkeley Housing Authority

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*Office of the Executive Director*

**Item 6B**

**NEW BUSINESS**

**March 20, 2025**

To: Honorable Chairperson and  
Members of the Berkeley Housing Authority

From: James E. Williams, Executive Director

Subject: Approval of Labor Contracts with SEIU Local 1021 and AFSCME 57/Local One; including BHA Salary Structure for all Classifications with a term of June 23, 2024, through June 26, 2027.

### RECOMMENDATION

Adopt a Resolution approving a three-year Memorandum of Agreement with: SEIU Local 1021 and AFSCME 57/Local One; including BHA Salary Structure for all Classifications with a term of June 23, 2024, through June 26, 2027.

### BACKGROUND

Berkeley Housing Authority (BHA), with a current staff of 13, is party to two labor contracts: one with AFSCME 57/Local One for three management positions (Finance Manager, Management Analyst, and Housing Occupancy Manager) and one with SEIU Local 1021 for eight positions (Housing Specialists (3), Accountant, Inspector, Office Assistant II (2), Office Assistant I/Receptionist). The Executive Director and Executive Assistant are non-union and excluded from any bargaining unit.

### STATUS

The Authority's negotiating team (and the SEIU and Local One bargaining units) reached an agreement on a Memorandum of Understanding (MOU) for three years. The terms fall within the negotiating economic parameters established by the Board.

## FISCAL IMPACTS OF RECOMMENDATION

Up to \$180,000 increase in salary and benefits budget over the three years of the contract, which includes the following:

1. **COLAs:** Cost-of-Living-Adjustments (COLAs), effective each of the three years covered for AFSCME and SEIU:
  - a. 5% effective the pay period beginning June 23, 2024, to be paid retroactively in April 2024;
  - b. 4.5% effective the pay period including July 1, 2025; and
  - c. 3% effective the pay period including July 1, 2026.
2. Increase Admin Leave to **50** hours annually for AFSCME. Reclassify the Management Analyst as FLSA exempt thereby including the Management Analyst in the entitlement to administrative leave.
3. Establish Vision Plan Coverage for AFSCME and SEIU.
4. Establish longevity pay at 3% commencing with the 19<sup>th</sup> year of service for AFSCME. Employees completing nineteen (19) years of service (including employment with the City of Berkeley) shall receive a three percent (3%) differential beginning with the anniversary date of beginning the twentieth (20) year of service and shall apply to all hours in a paid status. This Longevity Pay shall be reported to CalPERS as Longevity Pay Incentive Pay.”
5. Establish longevity pay at 3% commencing with the 19<sup>th</sup> year of service for SEIU. Employees completing nineteen (19) years of service (including employment with the City of Berkeley) shall receive a three percent (3%) differential beginning with the anniversary date of beginning the twentieth (20) year of service and shall apply to all hours in a paid status. This Longevity Pay shall be reported to CalPERS as Longevity Pay Incentive Pay.”
6. The Authority agrees to a limited MOU reopener for the purposes of possible equity increases after the close of FY ending 2025 for AFSCME. The Authority agrees to commence meeting and conferring for this purpose no later than December 1, 2025.
7. The Authority agrees to update Use of Automobile MOU language to reflect current IRS mileage rates during the term of the contracts.

## OTHER IMPACTS

1. Add Cesar Chavez Day (3/31 observance) as a recognized holiday for AFSCME and SEIU.
2. The Authority agrees to a limited “Me Too” clause with respect to the AFSCME and SEIU bargaining units within the Berkeley Housing Authority for across-the-board

adjustments in salaries and health benefits defined as hospital, medical, dental, vision, retiree medical coverage, group life insurance and the supplemental retirement/disability insurance plan. This “Me Too” clause is intended to apply to the 2024 successor memorandum of understanding (MOU) negotiations only and therefore will be incorporated into a side letter of agreement that will expire on the same date as the successor MOU.

3. It is the Authority’s longer-range goal to institute a new telework policy. That goal is predicated on cross-training staff for improved response to unexpected changes in staff coverage, improving overall productivity levels, and staffing/restructuring where necessary to meet changing needs of the Authority. While the Authority is currently opposed to this proposal, we are willing to revisit as we move closer to achieving the goal for AFSCME and SEIU.
4. Include the current SEIU baby bonding leave entitlement in the MOU for AFSCME.
5. AFSCME and SEIU agree to amend Bereavement Leave MOU language for compliance with State of California AB 1949.
6. The Authority agrees to grant up to sixteen (16) hours of paid leave for Cancer Screening into MOU language.
7. The Authority agrees to review both Mou’s to delete outdated language, update areas necessary for compliance and current legislation, and amend language for gender neutrality (e.g. “her or his” changed to the employee) pursuant to housekeeping proposal.

#### CONTACT PERSONS

James E. Williams, Executive Director

Attachment:

- 1) Resolution Approving a new three-year Memorandum of Understanding: SEIU Local 1021 and AFSCME 57/Local One; with a term of June 23, 2024, through June 26, 2027.

BERKELEY HOUSING AUTHORITY  
RESOLUTION NO. 25-07

APPROVING THE AGREEMENTS BETWEEN THE BERKELEY HOUSING AUTHORITY AND SEIU LOCAL 1021 and AFSCME 57/LOCAL ONE; INCLUDING SALARY STRUCTURE FOR ALL CLASSIFICATIONS.

WHEREAS, the Authority is obligated under the provisions of California Government Code Section 3500-3510, commonly referred to as the Meyers-Milias-Brown Act, to meet and confer in good faith and attempt to reach agreement with representatives of recognized bargaining units on matters within the scope of representation including, but not limited to, wages, hours and other terms and conditions of employment; and

WHEREAS, representatives of the Authority/IEDA, SEIU Local 1021, and AFSCME 57/Local One have met and conferred in good faith and have reached agreement on a new Memoranda of Understanding that incorporates all changes and modifications in wages, hours and other terms and conditions of employment agreed to by the parties.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Berkeley Housing Authority hereby authorizes the Executive Director to sign and execute the new Memoranda of Understanding with SEIU Local 1021 and AFSCME 57/Local One; for the period June 23, 2024, through June 26, 2027;

BE IT FURTHER RESOLVED that the Board of Commissioners acknowledges the key economic and other provisions in the contracts and salary structure for all BHA classifications including:

1. **COLAs:** Cost-of-Living-Adjustments (COLAs), effective each of the three years covered by the contracts for AFSCME and SEIU:
  - a. 5% effective the pay period beginning June 23, 2024, to be paid retroactively in April 2024;
  - b. 4.5% effective the pay period including July 1, 2025; and
  - c. 3% effective the pay period including July 1, 2026.
2. Increase Admin Leave to **50** hours annually for AFSCME. Reclassify the Management Analyst as FLSA exempt thereby including the Management Analyst in the entitlement to administrative leave.
3. Establish Vision Plan Coverage for AFSCME and SEIU.

4. Establish longevity pay at 3% commencing with the 19<sup>th</sup> year of service for AFSCME. Employees completing nineteen (19) years of service (including employment with the City of Berkeley) shall receive a three percent (3%) differential beginning with the anniversary date of beginning the twentieth (20) year of service and shall apply to all hours in a paid status. This Longevity Pay shall be reported to CalPERS as Longevity Pay Incentive Pay.”
5. Establish longevity pay at 3% commencing with the 19<sup>th</sup> year of service for SEIU. Employees completing nineteen (19) years of service (including employment with the City of Berkeley) shall receive a three percent (3%) differential beginning with the anniversary date of beginning the twentieth (20) year of service and shall apply to all hours in a paid status. This Longevity Pay shall be reported to CalPERS as Longevity Pay Incentive Pay.”
6. The Authority agrees to a limited MOU reopener for the purposes of possible equity increases after the close of FY ending 2025 for AFSCME. The Authority agrees to commence meeting and conferring for this purpose no later than December 1, 2025.
8. Add Cesar Chavez Day (3/31 observance) as a recognized holiday for AFSCME and SEIU.
9. The Authority agrees to a limited “Me Too” clause with respect to the AFSCME and SEIU bargaining units within the Berkeley Housing Authority for across-the-board adjustments in salaries and health benefits defined as hospital, medical, dental, vision, retiree medical coverage, group life insurance and the supplemental retirement/disability insurance plan. This “Me Too” clause is intended to apply to the 2024 successor memorandum of understanding (MOU) negotiations only and therefore will be incorporated into a side letter of agreement that will expire on the same date as the successor MOU.
10. It is the Authority’s longer-range goal to institute a new telework policy for AFSCME and SEIU. That goal is predicated on cross-training staff for improved response to unexpected changes in staff coverage, improving overall productivity levels, and staffing/restructuring where necessary to meet changing needs of the Authority. While the Authority is currently opposed to this proposal, we are willing to revisit as we move closer to achieving the goal.
11. Include the current SEIU baby bonding leave entitlement in the MOU for AFSCME.
12. The Authority agrees to update Use of Automobile MOU language to reflect current IRS mileage rates during the term of the contract.
13. AFSCME and SEIU agree to amend Bereavement Leave MOU language for compliance with State of California AB 1949.
14. The Authority agrees to grant up to sixteen (16) hours of paid leave for Cancer Screening into MOU language.

15. The Authority agrees to review both Mou's to delete outdated language, update areas necessary for compliance and current legislation, and amend language for gender neutrality (e.g. "her or his" changed to the employee) pursuant to housekeeping proposal.

FURTHER RESOLVED, that the term of the contract shall be June 23, 2024, through June 27, 2027;

FURTHER RESOLVED that the Executive Director is hereby authorized to execute and implement said Memoranda of Agreement including all changes in wages, hours, and other terms and conditions of employment. A fully executed original of said contracts will be filed in the Berkeley Housing Authority Office.

The foregoing Resolution was adopted by the Board of the Berkeley Housing Authority on March 20, 2025, by the following vote:

Ayes:

Noes:

Absent:

Attest: \_\_\_\_\_  
James E. Williams, Secretary