

AGENCY SHOP INTERIM AGREEMENT

FOR

**MEMORANDUM OF UNDERSTANDING – MOU 8
PROFESSIONAL ENGINEERING AND SCIENTIFIC UNIT**

AND

**MEMORANDUM OF UNDERSTANDING – MOU 17
SUPERVISORY PROFESSIONAL ENGINEERING AND SCIENTIFIC UNIT**

BY AND BETWEEN

**THE HEADS OF DEPARTMENTS, OFFICES OR BUREAUS REPRESENTED IN THE
ABOVE MEMORANDA OF UNDERSTANDING AND
THE CITY ADMINISTRATIVE OFFICER (hereinafter referred to as “Management”)**

AND THE

SEIU – LOCAL 721, AFL-CIO (hereinafter referred to as “Union”)

**AGENCY SHOP PROVISION INTERIM AGREEMENT
FOR SEIU-721
MEMORANDA OF UNDERSTANDING FOR BARGAINING UNITS 08 and 17**

The following agency shop provisions shall apply to employees in classifications previously represented by the Engineers and Architects Association and listed on Attachment "A" to this Interim Agreement.

A. DUES/FEEES

1. a. Each employee in this unit who has completed six continuous months of City service and who is not on unpaid leave of absence, shall, as a condition of continued employment, become a member of SEIU, Local 721, or pay said Union a service fee in an amount not to exceed periodic dues and general assessments of the Union for the period of this Interim Agreement or until a new MOU is adopted; provided, however, that said fee shall not be assessed in any biweekly pay period in which the affected employee does not work a minimum of twenty (20) hours. Such amounts shall be determined by the Union and implemented by Management in the first payroll period following certification of the unit as duly represented by SEIU Local 721. Retroactive payments will be limited to those taken from members of the bargaining units subsequent to November 23, 2009.
- b. Notwithstanding any provisions of Article 2, Section 4.203 of the LAAC to the contrary, during the term of this agreement, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than Local 721 will not be accepted by the Controller. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.
2. The CAO and the Union shall jointly notify all members of the representation unit that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained. The cost of this communication and the responsibility for its distribution shall be borne by Management.

B. EXCEPTIONS

1. Management or Confidential Employees

The provisions of this article shall not apply to management or confidential employees. Management and confidential employees shall be as defined in Section 4.801 and designated in accordance with Section 4.830d of the Los Angeles Administrative Code.

2. Religious Objections

Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the organization. Such employee shall, in lieu of periodic dues or agency shop fees, pay sums equal to said amounts to a non-religious, non-labor charitable fund exempt from taxation under Section 01(c)(3) of the Internal Revenue Code, which has been selected by the employee from a list of such funds designated by the parties hereto in a separate agreement.

Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to the Union and as a condition of continued employment.

C. MANAGEMENT RESPONSIBILITIES

1. The Controller shall cause the amount of the dues or service fee to be deducted from twenty-four (24) biweekly payroll checks of each employee in this unit as specified by Union under the terms contained herein. "Dues," as distinct from "service fee," shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.

a. Remittance of the aggregate amount of all dues, fees, and other proper deductions made from the salaries of employees hereunder (Attachment "A") shall be made to the Union by the Controller within thirty (30) working days after the conclusion of the month in which said dues, fees and/or deductions were deducted.

b. A fee of nine cents (\$.09) per deduction shall be assessed by the City Controller for the processing of each payroll deduction taken. The City Controller will deduct the aggregate amount of said fees on a biweekly basis.

2. The Controller shall also apply this provision to every permanent employee who, following the operative date of this article, becomes a member of this representation unit, within sixty (60) calendar days of such reassignment or transfer. Such deduction shall be a condition of continued employment.
3. Management will provide the Union with the name, home address, and employee number of each permanent employee.
4. The Controller shall notify the organization within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this article.

D. UNION RESPONSIBILITIES

1. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the City Clerk, and to all unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.
2. The Union certifies to the City that it has adopted, implemented and will maintain constitutionally acceptable procedures to enable non-member agency shop service fee payers to meaningfully challenge the propriety of the uses to which service funds are put.

These procedures shall be in accordance with the decision of the United States Supreme Court in *Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, et al. v. Hudson*, 106 S. Ct. 1066 (1986).

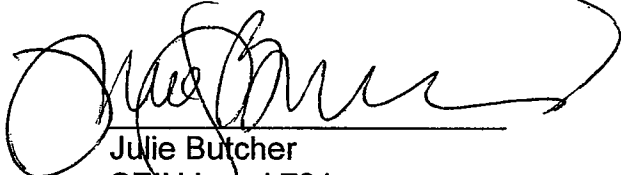
3. The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Interim Agreement. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Controller within thirty (30) calendar days after the date such deductions were or should have been made.

E. RESCISSION

The agency shop provisions herein may be rescinded in accordance with the procedures contained in Rule 12 of the Employee Relations Board adopted January 11, 1982.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute this Agreement the day, month and year written below.

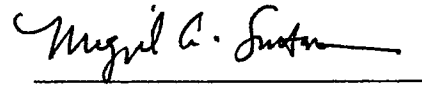
FOR THE UNION:



Julie Butcher
SEIU Local 721

01/25/10
Date

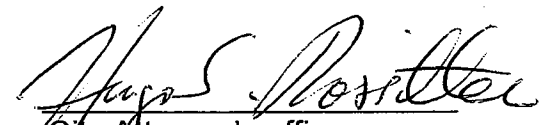
FOR THE CITY:



Miguel A. Santana
City Administrative Officer

1/27/10
Date

Approved as to Form:



City Attorney's office

1-21-10
Date

