

Council Meeting of
November 14, 2006

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: City Manager – Adopt supplemental to the Torrance Recurrent Recreation Employees Organization Memorandum of Understanding creating agency shop.

Expenditure: N/A

RECOMMENDATION

The City Manager recommends that City Council adopt a Resolution pursuant to a Memorandum of Understanding amending Resolution No. 2006-59 setting forth hours, wages and working conditions for employees represented by the Torrance Recurrent Recreation Employees Organization (TRREO).

Funding

None required for this action.

BACKGROUND AND ANALYSIS

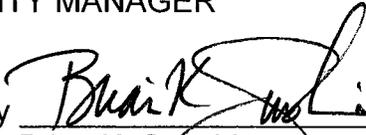
The Torrance Recurrent Recreation Employees Organization (TRREO), which is represented by the Torrance City Employees Association (TCEA), conducted an election on October 18, 2006 on whether to make their group an agency shop. The group voted in favor of creating an agency shop, and therefore modifications to their Memorandum of Understanding is needed in order to authorize the mandatory collection of dues and in lieu fees.

When an agency shop is created, it makes mandatory the joining of the organization and becoming a dues-paying member, in this case TRREO. If the member is a “member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employees organizations as a condition of employment,” the employee shall be required, in lieu of periodic dues, initiation fees or agency shop fees, to pay sums equal to the dues to a non-religious, non-labor charitable fund exempt from taxation under 501 c (3) of the Internal Revenue code”.

Upon adoption of this Supplemental Memorandum of Understanding, the Association will send letters and dues cards to its members that will authorize the type of fee to be paid—membership or in-lieu.

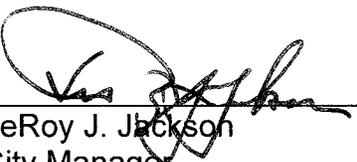
Respectfully submitted,

LeROY J. JACKSON
CITY MANAGER

By 

Brian K. Sunshine
Assistant to the City Manager

CONCUR:



LeRoy J. Jackson
City Manager

Attachment: TRREO Supplemental MOU

/bl

MEMORANDUM OF UNDERSTANDING

**TORRANCE RECURRENT RECREATION EMPLOYEES ORGANIZATION
(TRREO)**

2006 - 2007

SUPPLEMENTAL # 1

A SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING SETTING FORTH THE HOURS, WAGES AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY THE TORRANCE RECURRENT RECREATION EMPLOYEES ORGANIZATION.

An agreement of the undersigned representatives of the Torrance Recurrent Recreation Employees Organization (TRREO) and the representatives of the City of Torrance (City) that:

The attached Resolution is recommended to the City Council for adoption in its entirety. It covers wages, hours, and working conditions effective November 14, 2006, and was reached through an agreement of the undersigned parties.

Signed this ____ day of November, 2006.

Management

TRREO



RESOLUTION NO. 2006-___**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE AMENDING RESOLUTION NO 2006-59 SETTING FORTH CHANGES REGARDING HOURS, WAGES, AND WORKING CONDITIONS FOR EMPLOYEES REPRESENTED BY THE TORRANCE RECURRENT RECREATION EMPLOYEES ORGANIZATION (TRREO)**

The City Council of the City of Torrance does hereby amends as follows:

SECTION I

That Resolution No. 2006-59 is hereby amended as follows:

SECTION II

The following agreement between representative of Management and the representatives of the Torrance Recurrent Recreation Employees Organization (TRREO) is hereby amended as follows:

Effective November 14, 2006

ARTICLE 10 – AMENDMENTS**SECTION 10.1 - AMENDMENT TO ADD SECTION 8.2 – SECURITY PROVISIONS****ARTICLE 8 – SECURITY PROVISIONS****SECTION 8.2 – SECURITY PROVISIONS**

- A) The following Agency Shop provisions shall apply to employees in classifications listed in Section 2.3 of this agreement.
- 1) No later than thirty (30) days from the beginning date of employment, each employee shall either become a member of Torrance Recurrent Recreation Employees Organization (TRREO) or pay to TRREO a service fee of one hundred percent (100%) of the monthly dues and general assessments of TRREO.
- Any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organizations as a condition of employment. The employee shall be required, in lieu of periodic dues, initiation fees or agency shop fees, to pay sums equal to the dues to a non-religious, non-labor charitable fund exempt from taxation under Section 501 c (3) of the Internal Revenue code.
- 2) The City will provide to TRREO a listing of all new employees, their classifications, departments and department/division telephone numbers within two weeks of their hire date.
 - 3) Notification of new employees
 - a) An authorization card will be distributed by TRREO during the New Employees Orientation meeting which occurs on the first Monday of each month.
- B) The City shall deduct the dues, service fee or charitable contribution from every check issued during each pay period for each employee in the bargaining unit as specified by TRREO under the terms contained herein.

- C) The City shall also apply this provision to every employee who transfers into this representation unit after November 14, 2006 within 60 calendar days of the transfer.
- D) TRREO agrees to indemnify, defend and hold the City free and harmless from any and all liability and claims for damage by any persons including, but not limited to, employees in classifications covered by this agreement regarding this section. It is also agreed that neither any employee nor TRREO shall have made 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 City within thirty (30) calendar days after the date such deduction were or should have been made.
- E) Any employee who has initially elected to pay a service fee or make a charitable donation instead of becoming a member of TRREO, and subsequently desires to become a member in good standing of said organization, may, without penalty, begin payment of full union dues beginning with the next payroll period and continue such membership during the effective life of this Agreement.
- F) Every employee represented by TRREO, upon hire by the City, shall be provided with a packet of information relevant to TRREO membership and organizational activities. Such packet, prepared by TRREO, shall include the name of the employee organization president, and shall be approved by the City for relevant content prior to distribution.
- G) TRREO shall keep adequate and itemized record of its financial transactions and shall make available annually to the City Clerk of the City of Torrance, 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 balance sheet and an operating statement, certified as to its accuracy by its president and the secretary-treasurer or corresponding principal officer, or by a certified public accountant.

SECTION III SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction such decision shall not affect the validity of the remaining portions of the Resolution. The City Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Introduced, approved and adopted this _____ day of November, 2006.

Mayor Frank Scotto

APPROVED AS TO FORM:
JOHN FELLOWS III, City Attorney

ATTEST:

By _____
Ronald T. Pohl, Assistant City Attorney

Sue Herbers, CMC
City Clerk