

**CITY OF OAKLAND
AGENDA REPORT**

OFFICE OF THE CITY CLERK
OAKLAND
2004 DEC 22 AM 10:16

TO: Office of the City Administrator
ATTN: Deborah Edgerly
FROM: Finance and Management Agency
DATE: January 4, 2005

RE: RESOLUTION APPROVING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF OAKLAND AND INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21 TO ADD FAIR SHARE FEE PROVISIONS COVERING BARGAINING UNITS UH1, UM2, AND TM2 TO THE MOU DATED JULY 1, 2002 TO JUNE 30, 2008 THAT WILL REQUIRE BARGAINING UNIT MEMBERS TO PAY LOCAL 21 A FEE FOR REPRESENTING THEM IN NEGOTIATIONS

SUMMARY

The City of Oakland has reached a tentative agreement to amend the fair share provision of the current July 1, 2002 to June 30, 2008 MOU agreement with the International Federation of Professional and Technical Engineers (IFPTE), Local 21 to include bargaining units UH1, UM2, and TM2.

FISCAL IMPACTS

None

BACKGROUND

The purpose of this resolution and amendment is to bring the current labor agreement in line with certain legal changes reflected in AB 1141. This legislation amends the California Government Code to allow "confidential" and "supervisory" employees to be covered by fair share fee arrangements such as the one contained in the current labor agreement with IFPTE Local 21. Current California labor laws allow for unions with exclusive recognition status, to negotiate an MOU provision to collect dues, or a "fair share fee" from those who do not want to join the union but are represented by it for the purposes of covering the costs of representing such employees. A negotiated fair share fee arrangement allows the City to deduct such fees from the employee's salary or wages and forward such to the exclusive union.

SUSTAINABLE OPPORTUNITIES

None

DISABILITY AND SENIOR CITIZEN ACCESS

None

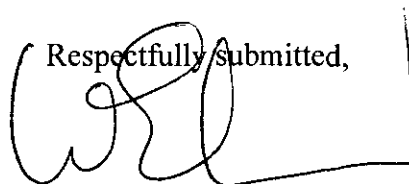
Item # _____
City Council
January 4, 2005

RECOMMENDATION AND RATIONALE

Staff recommends that the City Council approve the tentative agreement negotiated with International Federation of Professional and Technical Engineers, Local 21, which modifies the MOU to permit fair share provisions for confidential and supervisory employees in bargaining units UH1, UM2, and TM2 as provided for under AB1141.

ACTION REQUESTED OF THE CITY COUNCIL

Staff requests that the City Council approve the resolution.

Respectfully submitted,


William E. Noland, Director
Finance and Management Agency

Prepared by:
Tim Loney, Principal HR Analyst
OPRM, Employee Relations

APPROVED FOR FORWARDING
TO THE CITY COUNCIL:


OFFICE OF THE CITY ADMINISTRATOR

**City Of Oakland And
Professional & Technical Engineers,
Local 21 (IFPTE/AFL-CIO)**

TENTATIVE AGREEMENT

**Amendments To Fair Share Provisions
Of July 1, 2002 – June 30, 2008, Agreement**

The parties to the Agreement between the City of Oakland and Professional & Technical Engineers, Local 21 (IFPTE/AFL-CIO) dated July 1, 2002, to June 30, 2008, agree to amend Section 4.12.3.1 of the Agreement as shown below.

The amendments to the Agreement described below shall become effective upon approval by the City Council.

The parties agree to amend Section 4.12.3 as follows:

4.12.3 Fair Share Fee

4.12.3.1 Application

“Fair share fee requirement” has the same meaning as “agency shop” as that term is used in Government Code Section 3502.5. Except as provided otherwise in this Section, the provisions of this Fair Share Fee Section shall only apply to non-managerial, ~~non-supervisory and non-confidential~~ represented employees in bargaining Units TF1, UH1, UM2, TM2, and Units TA1 and TW1, except represented employees assigned to the Office of the Mayor, professional classifications in the City Council’s office, Administrative Assistant II in the City Council’s office who held the position prior to June 30, 2002, Council PSE 14, and Council PSE 51. The Fair Share Fee provisions only apply for these represented employees when on paid status. The Employee Relations Officer shall give the Union no less than ten (10) working days prior notice when proposed additions are to be made to management, ~~supervisory, or confidential~~ designations of unit positions. Each pay period, the City shall provide the Union with a list of new non-managerial, ~~non-supervisory, and non-confidential~~ represented employees in the unit.

4.12.3.2 Implementation

A fair share fee requirement shall be implemented in a unit when:

(1) Election

The Union has requested, in writing, an election on the issue, to be conducted by the State Mediation and Conciliation Service, and fifty percent (50%) plus one (1) of represented employees in the unit favor the fair share fee requirement; or

(2) 2/3 Membership

The Union makes a showing that two-thirds (2/3) of the employees within the unit are dues paying members of the Union.

4.12.4 Condition Of Employment

In the units for which the fair share fee requirement has been implemented, represented employees shall, as a condition of continued employment in the City, become and remain a member of the Union, or in lieu of becoming a member, shall pay a fair share fee to the Union. Represented employees may authorize payroll deduction for the amount of the fair share fee as described in Section 4.10.2 of this Agreement. If a represented employee has not authorized a payroll deduction within ten (10) working days from the date of commencement of assigned duties within the bargaining unit, the City shall immediately begin automatic payroll deduction as provided for in Government Code Section 3502.5 and Cal. Code Regs., title 8, sections 32990-32997.

4.12.4.1 Religious Exemption

Upon presentation of membership, any represented employees who are members of a bona fide religion, body, or sect whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join or financially support the Union as a condition of employment. In lieu of dues or the fair share fee, such represented employees shall contribute an amount equal to the dues or fair share fee to one of the following specific non-religious, non-labor charities exempt from taxation under IRS Section 501(c)(3): (1) Friends of the Oakland Public Library; (2) Friends of the Asian Branch Library; (3) Friends of Oakland Parks and Recreation; (4) the Oakland Museum Foundation; or, (5) Friends of Oakland Seniors. The Union shall be informed in writing of any such requests.

4.12.4.2 City's Obligations

The City is obligated under the fair share fee provisions to deduct from represented employees' pay appropriate amounts pursuant to Sections 4.12.2 and 4.12.3. If the Union notifies the City that the represented employee has not executed a payroll deduction authorization form, the City shall immediately begin automatic payroll deduction as provided in Government Code Section 3502.5 and Cal. Code Regs., title 8, sections 32990-32997.

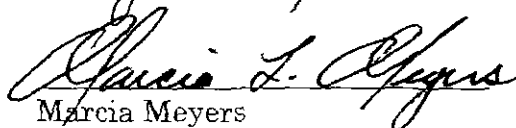
4.12.4.3 Union's Obligations

As a condition precedent to the City's deduction of fair share fees, the Union shall annually certify to the City in writing that the Union is complying with all applicable laws governing the fair share fee.

4.12.4.4 Indemnification

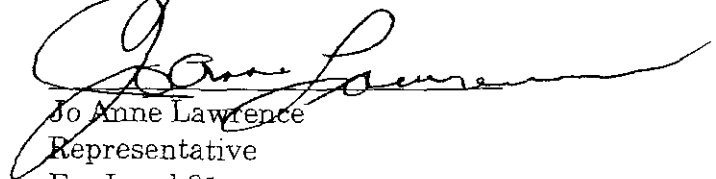
The Union shall indemnify and save harmless the City, its officers and employees, from and against any and all loss, damages, costs, expenses, claims, attorneys' fees, demands, actions, suits, judgments, and other proceedings arising out of any action relating to this provision.

Date: June 17, 2004



Marcia Meyers
Director of Personnel
For the City of Oakland

Date: June 17, 2004



Jo Anne Lawrence
Representative
For Local 21

Gracy Collins

APPROVED AS TO FORM AND LEGALITY
FILED
OFFICE OF THE CITY CLERK
OAKLAND

OAKLAND CITY COUNCIL 22 AM 10:16

Resolution No. _____ C.M.S.

RESOLUTION APPROVING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF OAKLAND AND INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21 TO ADD FAIR SHARE FEE PROVISIONS COVERING BARGAINING UNITS UH1, UM2, AND TM2 TO THE MOU DATED JULY 1, 2002 TO JUNE 30, 2008, THAT WILL REQUIRE BARGAINING UNIT MEMBERS TO PAY LOCAL 21 A FEE FOR REPRESENTING THEM IN NEGOTIATIONS.

WHEREAS, the Tentative Agreement between the City of Oakland and International Federation of Professional and Technical Engineers, Local 21 has been presented to the City Council for determination pursuant to Section 3505.1 of the Government Code of the State of California; and

WHEREAS, the agreement will require supervisory and confidential employees currently represented by International Federation of Professional and Technical Engineers, Local 21 in the bargaining units UH1, UM2, and TM2 to pay the union a fee (fair share) for representing them in collective bargaining negotiations regarding the terms and conditions of the existing MOU; and

WHEREAS, the terms and conditions contained in said Tentative Agreement are in the best interests of the City, now, therefore; be it

RESOLVED: that said agreements be, and is, hereby approved; and, be it

FURTHER RESOLVED: that the provisions of said Tentative Agreement are effective as of January 4, 2005.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 20____

PASSED BY THE FOLLOWING VOTE:

AYES- BRUNNER, BROOKS, CHANG, NADEL, QUAN, REID, WAN, AND PRESIDENT DE LA FUENTE

NOES-

ABSENT-

ABSTENTION-

ATTEST:

CEDA FLOYD
City Clerk and Clerk of the Council
of the City of Oakland, California