

CITY OF LOS ANGELES EMPLOYEE RELATIONS BOARD 200 NORTH MAIN STREET, SUITE 1100 LOS ANGELES, CALIFORNIA 90012 (213) 473-9700	UNFAIR EMPLOYEE RELATIONS PRACTICE CLAIM AGAINST MANAGEMENT
---	--

1. *Who May File a Claim:* In accordance with §4.860 C of the Los Angeles City Employee Relations Ordinance, a claim of unfair employee relations practice may be filed against management by an employee representative, an individual employee or a group of employees, or by a management representative. 2. *How to File:* Within 90 days after the occurrence of the alleged unfair employee relations practice, file a typewritten original and eight copies of the claim with the Employee Relations Board and simultaneously serve one copy of the claim directly on the party or parties against whom the claim is directed. Use additional sheets if necessary. You may file the claim in person or by mail; you may not file a claim by fax. Refer to Employee Relations Board Rule 8 for additional requirements and procedures.

3. Name of Claimant: Los Angeles City Attorneys Association (LACAA)	4. Claimant's Address: LACAA - c/o SEIU Local 721 309 S. Raymond Avenue Pasadena, CA 91105
--	---

5. Claimant's Telephone Number:
 (626) 463-0470

6. Claimant's Representative (e.g., attorney):
 Robert F. Hunt

7. Claimant's Representative's Address:
 Robert F. Hunt, General Counsel
 SEIU Local 721
 309 S. Raymond Avenue
 Pasadena, CA 91105

8. Claimant's Representative's Telephone Number:
 (626) 463-0470

9. Name of Employer Charged:
 Office of the City Attorney

10. Employer's Address:
 William W. Carter, Executive Assistant City Attorney
 Office of the City Attorney
 City Hall East - 8th Floor
 200 N. Main Street
 Los Angeles, CA 90012

11. Employer's Telephone Number:
 (213) 978-8351

12. Management has violated and/or is violating the following sections of the Los Angeles City Employee Relations Ordinance (check all boxes that apply): §4.860 A, 1 , 2 , 3 , 4 , and/or 5 .

13. Basis of this claim (be specific about facts, names, dates, and places; use additional sheets if needed):
 See attached.

14. Other attempts to remedy this alleged violation, and the results of those attempts.

15. I declare that I have read this charge and that the statements herein are true and factual to the best of my knowledge and belief.

By: Robert F. Hunt General Counsel
 (Claimant) (Title)

[Signature] 12/11/09
 (Signature) (Date)

DO NOT WRITE IN THIS BLOCK CLAIM NUMBER:

DATE FILED: _____

NOTE: If this claim is filed by more than one party, the signatures of the additional parties must be provided on an attached sheet.

UERP Claim
LACAA and the Office of the City Attorney

Basis of Claim

The Los Angeles City Attorneys Association (LACAA) represents attorneys working for the Criminal Branch of the Office at the Van Nuys-Braude Branch. On or about November 13, 2009, the Office management directed attorneys at the Van Nuys-Braude Branch to use 3.5 hours of furlough time on the Wednesday of every month the Court staff is on a scheduled furlough. The directive was to take effect immediately and is a mandatory employment condition in that any failure to comply would subject the attorney to potential discipline.

The Office issued the directive to the Van Nuys staff without prior notice to LACAA. On or about November 23, LACAA requested to meet and confer over this requirement to Office's Personnel Director. The Office has refused to meet and confer over this requirement.

LACAA does not dispute the fact that its members must take 3.5 furlough hours off every pay period. LACAA, however, contends that the scheduling of the furlough time off is a matter within the scope of representation. The attorneys have historically scheduled time off based on mutual agreement with their chain of command and operational needs. Moreover, the attorneys have generally enjoyed discretion over their work schedule based on their case load and other operational needs. There is no current MOU provision or past practice authorizing management to unilaterally schedule an attorneys' time off.

The Office had prior notice that LACAA was interested and had expressly requested negotiations over scheduling issues related to furlough time. LACAA and the Office, along with the City Administrative Office, initiated the meet and confer process at the time the City announced its intention to furlough all employees for 8 hours every pay period. These negotiations over the effects of the proposed furlough were never concluded because an agreement was reached with the Coalition resulting in amendments to the respective Agreements of the Coalition members including LACAA. The LACAA MOU amendments did not expressly or impliedly waive the right to meet and confer over the scheduling of the reduce number of furlough hours.

The Office's refusal to meet and confer coupled with its unilateral imposition of the mandatory scheduling at Van Nuys constitutes interference with the attorneys' right to representation on matters within the scope of representation. The Office's conduct also violates its duty to meet and confer in good faith on matters within the scope of representation. Consequently, the Office has violated Sections 4.860(a)(1) and 4.860(a)(3) of the Employee Relations Ordinance.

LACAA respectfully requests that the Employee Relations Board find that the, City has violated the ERO and issue an appropriate remedy.

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 309 S. Raymond Avenue, CA 91105.

On December 11, 2009 I served the foregoing document described as the **UERP Claim** on interested parties in this action.

by telecopying said document to _____ at
facsimile number _____

by placing the original a true copy
thereof enclosed in sealed envelope(s) addressed as
follows:

William W. Carter, Executive Assistant City Attorney
Office of the City Attorney
City Hall East, 8th Floor
200 N. Main Street
Los Angeles, CA 90012

(BY MAIL)

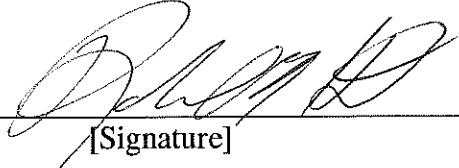
I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.

Executed on December 11, 2009 at Los Angeles, California.

(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

(FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Robert F. Hunt
[Type or Print Name]


[Signature]