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June 14, 2011

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*MEMBER OF CA AND NV BARS

VIA MESSENGER

Mr. Robert R. Bergeson
Executive Director
Los Angeles City Employee Relations Board
200 North Main Street
Suite 1100
Los Angeles, California 90012-4124

Re: **Los Angeles City Attorneys Association (LACAA), Claimant
City Administrative Officer, City Council and City Attorney, Employers
UERP 1838 - AMENDED UERP CLAIM**

Dear Mr. Bergeson:

Enclosed for filing are the original and eight copies of an Amended Claim which replaces the Claim originally filed on April 13, 2011, together with Proof of Service on the charged parties.

Sincerely yours,

SCHWARTZ, STEINSAPIR, DOHRMANN
& SOMMERS LLP



Robert M. Dohrmann

RMD:mlk
Enclosures

cc: Oscar Winslow, Esq., President, LACAA
Christopher Bobo, Esq.
Garcelle Embry, Esq.
Marie McTeague, Esq.
(all via e-mail - w/ encl.)



CAO

XPRESS/ALSSI

DATE 6/14/11

SERVICE ORDER NO. 45

PICK-UP TIME 2:05

DELIVERY TIME 3:25 pm

PICK-UP FROM: ADDRESS: 6300 WILSHIRE #3000

DELIVER TO: ADDRESS: 200 N. MAIN 1500Z

CALL PLACED BY: YOUR FILE OR REFERENCE NO.

DESCRIPTION: SPECIAL INSTRUCTIONS:

LOS ANGELES (818) 754-1234
(310) 390-9475
(213) 614-0475
ORANGE (714) 835-7900
SAN DIEGO (619) 550-1400
(619) 299-6700

RECEIVED IN GOOD ORDER BY: *Racquel Vioraty*
SIGNATURE: *Racquel Vioraty*

DELIVERY CHARGE
BASIC CHARGE
RETURN TIME
WEIGHT

LIABILITY: MESSENGER EXPRESS SHALL NOT BE LIABLE FOR MORE THAN \$100.00 PER DELIVERY

CITY COUNCIL (CITY CLERK'S OFFICE)

MESSENGER EXPRESS/ALSSI

DATE 6/14/11

SERVICE ORDER NO. 46

PICK-UP TIME 2:05

DELIVERY TIME 3:29 pm 46

CHARGE TO: ADDRESS: 6300 WILSHIRE

PICK-UP FROM: ADDRESS: 200 N. MAIN 395

DELIVER TO: ADDRESS: 200 N. MAIN 395

CALL PLACED BY: YOUR FILE OR REFERENCE NO. CITY CLERK

DESCRIPTION: SPECIAL INSTRUCTIONS: 20 JUN 14 PM 3:29 CITY CLERK'S OFFICE

LOS ANGELES (818) 754-1234
(310) 390-9475
(213) 614-0475

DELIVERY CHARGE
BASIC CHARGE
RETURN TIME
WEIGHT

CITY ATTORNEY

MESSENGER EXPRESS/ALSSI

DATE 6/14/11 SERVICE ORDER NO. 47 PICK-UP TIME 2:05 DELIVERY TIME 3:35 pm DRIVE 46

CHARGE TO: ADDRESS

PICK-UP FROM: ADDRESS 6300 WILSHIRE #2000

DELIVER TO: ADDRESS 200 N. MAIN #800

CALL PLACED BY YOUR FILE OR REFERENCE NO.

DESCRIPTION SPECIAL INSTRUCTIONS: DIRECT REGULAR SHUTTLE RETURN

LOS ANGELES	(818) 754-1234
	(310) 390-9475
	(213) 614-0475
ORANGE	(714) 835-7900
SAN DIEGO	(858) 550-1400
	(619) 299-6700

ME

DELIVERY CHARGES	
BASIC CHARGE	
RETURN	
TIME	
WEIGHT	

LIABILITY: MESSENGER EXPRESS SHALL NOT BE LIABLE FOR MORE THAN \$100.00 PER DELIVERY

RECEIVED IN GOOD ORDER BY: SIGNATURE Alfred Martinez PLEASE PRINT NAME BELOW TOTAL AMOUNT DUE

ERB

MESSENGER EXPRESS/ALSSI

DATE 6/14/11 SERVICE ORDER NO. 48 PICK-UP TIME 2:05 DELIVERY TIME 3:40 pm

CHARGE TO: ADDRESS

PICK-UP FROM: ADDRESS 6300 WILSHIRE #2000

DELIVER TO: ADDRESS 200 N. MAIN #1100

CALL PLACED BY YOUR FILE OR REFERENCE NO.

DESCRIPTION SPECIAL INSTRUCTIONS: DIRECT REGULAR SHUTTLE RETURN

LOS ANGELES	(818) 754-1234
	(310) 390-9475
	(213) 614-0475
ORANGE	(714) 835-7900
SAN DIEGO	(858) 550-1400
	(619) 299-6700

ME

DELIVERY CHARGES	
BASIC CHARGE	
RETURN	
TIME	
WEIGHT	

LIABILITY: MESSENGER EXPRESS SHALL NOT BE LIABLE FOR MORE THAN \$100.00 PER DELIVERY

RECEIVED IN GOOD ORDER BY: SIGNATURE [Signature] PLEASE PRINT NAME BELOW TOTAL AMOUNT DUE

<p align="center">CITY OF LOS ANGELES EMPLOYEE RELATIONS BOARD 200 NORTH MAIN STREET, SUITE 1100 LOS ANGELES, CALIFORNIA 90012 (213) 473-9700</p>		<p align="center"><u>AMENDED</u> UNFAIR EMPLOYEE RELATIONS PRACTICE CLAIM AGAINST MANAGEMENT</p>	
<p>1. <i>Who May File a Claim:</i> 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.</p> <p>2. <i>How to File:</i> Within 90 days after the occurrence of the alleged unfair employee relations practice, file a <u>typewritten original and eight copies</u> of the claim with the Employee Relations Board <u>and</u> 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 <u>not</u> file a claim by fax. Refer to Employee Relations Board Rule 8 for additional requirements and procedures.</p>			
<p>3. Name of Claimant: Los Angeles City Attorneys Association (LACAA)</p>		<p>4. Claimant's Address: LACAA - c/o SEIU Local 721 500 S. Virgil Avenue Los Angeles, CA 90020</p>	
<p>5. Claimant's Telephone Number: (323) 877-3333</p>			
<p>6. Claimant's Representative (e.g., attorney): Robert M. Dohrmann, Esq.</p>		<p>7. Claimant's Representative's Address: Schwartz, Steinsapir, Dohrmann & Sommers LLP 6300 Wilshire Bl., Suite 2000 Los Angeles, CA 90048-5268</p>	
<p>8. Claimant's Representative's Telephone Number: (323) 655-4700</p>			
<p>9. Name of Employer Charged: City Administrative Officer City Council City Attorney</p>		<p>10. Employer's Address: See attached Proof of Service</p>	
<p>11. Employer's Telephone Number: (213) 473-7534</p>			
<p>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 <input checked="" type="checkbox"/>, 2 <input type="checkbox"/>, 3 <input checked="" type="checkbox"/>, 4 <input type="checkbox"/>, and/or 5 <input type="checkbox"/>.</p>			
<p>13. Basis of this claim (be specific about facts, names, dates, and places; use additional sheets if needed):</p> <p align="center">See attached Basis of Claim</p>			
<p>14. Other attempts to remedy this alleged violation, and the results of those attempts.</p>			
<p>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.</p> <p>SCHWARTZ, STEINSAPIR, DOHRMANN & SOMMERS LLP By: _____ Attorney ROBERT M. DOHRMANN (Signature) for Claimant June 14, 2011 (Date)</p>		<p>DO NOT WRITE IN THIS BLOCK CLAIM NUMBER: _____ DATE FILED: _____</p>	
<p>NOTE: If this claim is filed by more than one party, the signatures of the additional parties must be provided on an attached sheet.</p>			

AMENDED
UERP Claim – UERP 1838
LACAA and the City Administrative Officer, the City Council
and the City Attorney

Basis of Claim

The Los Angeles City Attorneys Association (LACAA) is the duly recognized employee organization for approximately 450 Attorneys in the Office of the City Attorney, excluding Attorneys classified as Confidential and Management. LACAA has an affiliation with SEIU Local 721, a member of the Coalition of City Unions (Coalition). The City Administrative Officer (CAO) is responsible for the coordination of labor relations matters within the City. The City Council exercises all legislative powers of the City. Pursuant to certain provisions of the City Charter, the City Attorney exercises the power of the City to appoint, set terms and conditions of employment, and remove attorneys represented by LACAA.

LACAA brings this claim against numerous City officials who have engaged in a scheme to intimidate, coerce and retaliate against LACAA members during the lawful exercise of their collective bargaining rights. Specifically, the CAO, the City Council and the City Attorney have attempted to intimidate and coerce LACAA members during a membership ratification vote on amendments to the existing LACAA MOU with the City, and have also attempted to intimidate and coerce LACAA members to again vote on a proposal LACAA previously rejected. The City Council has taken unilateral action to change the terms and conditions of employment for LACAA members during on-going bargaining. The City Attorney has retaliated against LACAA members for declining to accept further concessions to their MOU by unilaterally changing the terms and conditions of employment. We address each of these below.

1. The CAO

On or about April 1, 2011, the CAO reached a tentative agreement with the Coalition on amendments to a previous Letter of Agreement [October 26, 2009]. The previous Letter of Agreement had modified certain provisions of the existing affiliate MOUs, and it was ratified by the LACAA membership. The new tentative agreement required ratification by the LACAA membership before it could become effective upon their bargaining unit.

Beginning on April 1, 2011, LACAA took steps to submit the tentative agreement to its members for ratification. Those steps included publishing the terms of the tentative agreement, providing summaries of the tentative agreement, scheduling information meetings and mailing ratification ballots. The tentative agreement included, among other things, a provision which would increase employee pension contributions by 4%, ostensibly to provide a right to increases in the vested retiree health subsidy.

On or about April 7, 2011, while the ratification process was taking place and just prior to the mailing of ballots, the CAO announced a proposal to permanently cap the vested retiree health insurance subsidy for any current employee who retires after July 1, 2011. The proposed capping of the vested retiree health subsidy would not apply to any employee in a bargaining unit

which ratifies the tentative Coalition agreement. The CAO also released statements to the local media with respect to the capping of the vested retiree health insurance subsidy, making clear it would have effect only for employees whose bargaining units rejected the proposal.

Under the Meyers-Milias-Brown Act and the ERO, LACAA members have the right to exercise their choice on whether to ratify a tentative agreement, free from threats, intimidation or coercion. The actions of the CAO in threatening and publicizing the capping of the vested retiree health subsidy, limited to members of bargaining units not accepting the tentative agreement, interfered with, discouraged, and/or coerced LACAA members even as they were exercising their right to vote on the ratification question. Moreover, the CAO has, on and after April 7, 2011, engaged in a scheme of coercion and intimidation of LACAA members through his threats to impose a ruinous freeze on their eventual ability to receive the vested retiree health care they were promised as a condition of employment. Consequently, the CAO has violated Section 4.860(a) (1) of the Employee Relations Ordinance.

LACAA respectfully requests that the Employee Relations Board find that the CAO has violated the ERO and issue an appropriate remedy directing the CAO to immediately cease and desist from engaging in these threats and other coercive activity and take affirmative written action to disavow such threats and coercive activity.

2. The City Council

In furtherance of the scheme of coercion and intimidation first commenced by the CAO, the City Council made numerous oral and written threats to impose, commencing July 1, 2011, the aforesaid freeze on the vested retiree health subsidy and also to impose thirty six (36) furlough days on employees in non-ratifying bargaining units.

On April 26, 2011, LACAA members overwhelmingly rejected the Coalition agreement. Unlike other Coalition bargaining units which rejected the proposal, however, LACAA did not submit to a re-vote. LACAA demanded to meet and confer with the City over its stated intent to permanently freeze the vested retiree health subsidy guaranteed its members as a condition of employment and also demanded to meet and confer over the City's stated intent to impose thirty six furlough days on LACAA members. On or around May 5, 2011, the CAO and LACAA began to meet and confer on these issues.

But, on June, 3, 2011, during the CAO's ongoing negotiations with LACAA, the City Council acted unilaterally to adopt an ordinance imposing the retiree health subsidy freeze on LACAA members. The Council has also, in a separate action, passed a resolution declaring a purported fiscal emergency, the purpose of which is to attempt to justify the imposition on and after July 1, 2011 of thirty six furlough days on LACAA members.

LACAA respectfully requests that the Employee Relations Board find that the Council has violated the ERO and issue an appropriate remedy directing the City Council to immediately cease and desist from engaging in these unilateral actions without first bargaining to impasse or

agreement over those decisions and its other coercive activities and take affirmative written action to disavow its unilaterally promulgated freeze and furlough impositions.

3. The City Attorney

On or about May 25, 2011, the City Attorney notified LACAA that his office would unilaterally and without bargaining with LACAA impose the equivalent of thirty six furlough days on LACAA members, further directing that the members must report to work five days a week and work a reduced number of hours each day. The City Attorney offers in that letter only to meet and confer over the impact of his "furlough operational plan." The City Attorney is required, on demand, to negotiate his decision to alter existing work schedules. See: *Firefighters Union vs. City of Vallejo* (1974) 12 Cal. 3d 608. This he is refusing to do.

Since July 1, 2010, the City has imposed twenty six furlough days on about half of the Coalition employees, including most of the City Attorney's Office. During FY 2010-2011, the City Attorney required employees in his office to take one furlough day per pay period. However, in light of their ethical and professional obligations as attorneys, LACAA members have been allowed some flexibility in how and when they meet their furlough obligations during the pay period. Further, flexing of work schedules is provided for in LACAA's MOU.

The City Attorney has in writing declared his intention to impose unilateral changes to the furlough schedule in retaliation against LACAA's members for its refusal to ratify the tentative agreement and in contravention of his obligations under the LACAA MOU, thus violating both Sections 4.860(a)(1) and 4.860(a)(3) of the ERO. Further, by his actions, the City Attorney is attempting to coerce members of LACAA to re-vote for the Coalition proposal as, on May 10, 2011, he publicly promised the Budget and Finance Committee that he would do.

LACAA respectfully requests that the Employee Relations Board find that the City Attorney has violated the ERO and issue an appropriate remedy directing the City Attorney to immediately cease and desist from engaging in these unilateral actions without first bargaining to impasse or agreement over his asserted decisions to alter existing work schedules and his other coercive activities and further to take affirmative written action to disavow those actions.

PROOF OF SERVICE BY PERSONAL DELIVERY

UERP 1838

MARY LOUISE KELLEY certifies as follows:

I am employed in the County of Los Angeles, State of California; I am over the age of eighteen years and am not a party to this action; my business address is 6300 Wilshire Boulevard, Suite 2000, Los Angeles, California 90048-5268.

On June 14, 2011, I caused the foregoing document(s) described as

AMENDED UERP CLAIM – UERP 1838

to be served by personal delivery upon the person(s) shown below, by placing a true and correct copy (copies) thereof in an envelope (envelopes) addressed as follows:

Miguel A. Santana
City Administrative Officer
Office of the City Administrative Officer
200 North Main Street, Room 1500
Los Angeles, California 90012

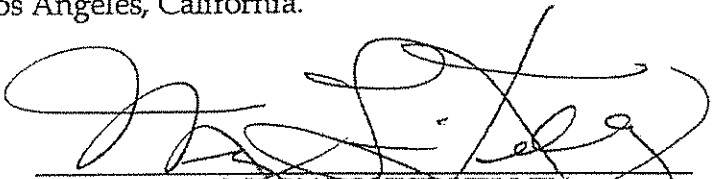
Los Angeles City Council
c/o Office of the City Clerk
200 North Spring Street, Room 395
Los Angeles, California 90012

William W. Carter
Chief Deputy City Attorney
Office of the City Attorney
200 North Main Street, Room 800
Los Angeles, California 90012

BY PERSONAL DELIVERY: And by then sealing said envelope(s) and causing them to be personally delivered by messenger to each of the addressees.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 14, 2011, at Los Angeles, California.



MARY LOUISE KELLEY