

COALITION OF LA CITY UNIONS

January 11, 2011

AFSCME LA City Local Unions

- 164 – CRA Basic Unit
- 585 – CRA Professional Unit
- 741 – LA City Part Time Recreation Unit
- 901 – Recreation and Parks Prof. Unit
- 1890 – CRA Management Assn.
- 2006 – LA City Prof. Medical Employees
- 2204 – CRA Supervisory Unit
- 2626 – Librarians' Guild, Supervisory and Rank & File
- 3090 – LA City Clerical and Support Services Employees
- 3672 – Executive Administrative Assistants

International Union of Operating Engineers Local 501

Laborers' Local 777

LA/Orange Counties Building & Construction Trades Council

Service Employees

International Union Local 721

LAPMA – LA Prof. Managers' Assn.

LACAA – LA City Attorneys' Assn.

Teamsters Local 911

**LA Works
Because
We Do!**

VIA FACSIMILE & FIRST CLASS MAIL

Miguel Santana
City Administrative Officer
200 North Main Street, Suite 1500
Los Angeles, California 90012-4137

Re: Violation of City Obligations Under Coalition
Agreement and MOUs

Dear Mr. Santana:

Last week, you announced that the City intends unilaterally to impose additional unpaid furlough days on City employees. The City and the Coalition of Los Angeles City Unions ("Coalition") are parties to a collective bargaining agreement which prohibits such mandated furloughs. The City's proposed action also violates the Meyers-Milias-Brown Act ("MMBA").

In its LOA with the City, Coalition unions agreed to significant concessions by the workers they represent to meet the City's budgetary deficits, including for FY 2010-11. The unions specifically agreed to forgo pay raises and reduce the workforce in exchange for layoff and furlough protections. City employees deferred two negotiated pay raises totaling over \$65 million, accepted a reduction in hours to a 76.5-hour pay period, adopted other additional payroll savings totaling over \$78 million, and negotiated an ERIP has resulted in the separation of 2400 from City employment. In exchange, the City committed to limits on layoffs and furloughs. The City has already violated the furlough provisions of the LOA -- the subject of active grievances -- and now seeks to seize further wages from its workers.

The LOA very clearly states: "The undersigned parties agree that any employee represented by any union that is a member of the Coalition of Los Angeles City Unions will not be subject to layoff or a mandatory unpaid furlough program during the time period from July 1, 2009, to June 30, 2011, except as provided below [in the LOA]."

Cheryl Parisi, Chair

AFSCME District Council 36 | 514 Shatto Place, 3rd Floor Los Angeles, CA 90020 | (213) 487-9887

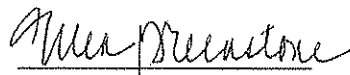
The LOA defines furloughs as a one possible means of avoiding layoffs, not as an option in and of itself. The City has already elected to lay off a number of employees. Under the LOA, the consequences were automatic. "In fiscal year 2010-11, if the City elects to layoff any member in any classification represented by Coalition bargaining units, all wage movement outlined in the MOU extension will be advanced by one year (retroactive if necessary) for all Coalition bargaining units." By laying off employees, the City knowingly and voluntarily incurred over \$50 million in cost-of-living increases, which it now – in violation of the LOA – is attempting to force employees to pay for through furloughs.

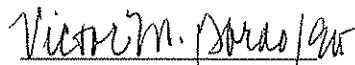
Ironically, you have exempted one of the City unions, EAA, from the most recent additional imposed furloughs and have explained to us that you did so because EAA has a contract capping furloughs at ten days. In addition, during City Council debate, in response to a suggestion that the City look at other types of City contracts, rather than repeatedly hitting employees, the City Attorney advised the Council that it could not impair or eliminate City contracts. Our MOUs *are* contracts, as binding as any other contract the City has signed, and, as quoted above, the Coalition has a contract *prohibiting* unilaterally imposed mandatory unpaid furloughs.

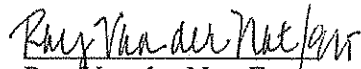
The Coalition remains committed to the LOA and to the ERIP Funding Guarantee and the structural savings contained in these agreements that benefit the City. The LOA is binding on the City just as it is on the Coalition. The Coalition is prepared to adhere to the LOA and expects no less from the City. Concessions made by City workers in binding agreements reached with the City are not to be construed as an excuse either for seeking – or in the case of unilateral action, for taking – further concessions.

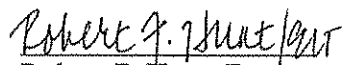
It is our hope that the City will voluntarily abide by its obligations under the LOA, the City's collective bargaining agreements with Coalition unions, and the MMBA. Please provide the Coalition with your immediate assurance that the City will not furlough or lay off City workers in violation of the City's contractual and statutory obligations.

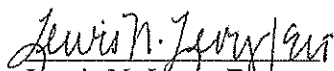
By:


Ellen Greenstone, Esq.


Victor M. Gordo, Esq.


Ray Van der Nat, Esq.


Robert F. Hunt, Esq.


Lewis N. Levy, Esq.