

October 2, 2023

Fesia Davenport
Chief Executive Officer Los Angeles County
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Janice Hahn
Board of Supervisors
Los Angeles County
FourthDistrict@bos.lacounty.gov

Re: UAPD Negotiations for Bargaining Unit 324

Dear County Executive and Supervisor Hahn:

This office represents the Union of American Physicians and Dentists. The Union has been in protracted negotiations with the County over terms and conditions for Bargaining Unit 324. The parties are nowhere an agreement. The bargaining unit is getting to the point where it may engage in a strike to make the County aware of the seriousness of its demands and the need for improvement in the working conditions of the bargaining unit. The Bargaining Unit will however first be engaged in other activities to bring to the attention of the public and the County the seriousness of this situation/

The purpose of this letter is to point out to the County the rights of the bargaining unit members under the Los Angeles County Employee Relations Ordinance. Fundamental rights of bargaining unit members are stated in Section 5.04.070 which provides:

“Employees of the county shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation of all matters of employee relations. *** No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of his exercise of these rights.”

This provision has been broadly interpreted by the Employee Relations Commission. Those decisions have been modeled after rules of the Public Employee Relations Board which have broadly interpreted the rights of public employees to engage in activity with respect to their employment conditions.

These rights include protection against surveillance, interrogation, threats, harassment, retaliation, discrimination or any other action which could be viewed by the bargaining unit members as a restraint on their rights as provided for in the Ordinance.

Most importantly these rights include the right to strike if necessary. This right has long been embedded in California law and the right to strike is aggressively protected.

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Admitted in California, unless
otherwise noted
Admitted in Hawaii
Also admitted in Nevada
Also admitted in Illinois
Also admitted in New York and
Alaska
Admitted in Nevada and
Washington
Also admitted in Idaho
Also admitted in New York

UAPD will carefully monitor the actions of the supervisors and managers with respect to the bargaining unit. If there are any violations of the members' rights, UAPD will not hesitate to file charges or take other appropriate legal action.

On another note, negotiations are not heading towards a resolution. The County simply is not willing to recognize the valued service of the bargaining unit members and provide adequate compensation and improve working conditions. It is more than likely now that a strike will occur.

UAPD is offering to bargain now over what essential services need to be maintained in the event of a strike. The concept of essential services was developed by the California Supreme Court in *County Sanitation Dist. No. 2 v. Los Angeles County Employees Association*, 38 Cal.3d 564 (1985). UAPD is committed to ensuring essential services but is also committed to protecting the rights of its bargaining unit members to engage in a strike if it is necessary to do so to get the County to become reasonable with the bargaining unit.

We are very concerned Los Angeles County is not meaningfully preparing to implement all possible service reductions and coverage options for the duration of the strike. The County cannot fail to implement such measures and later attempt to prevent employees from exercising their statutory and common law right to strike simply because the County is unprepared.

We urge you read the *County of San Mateo* decision, wherein the Public Employment Relations Board explained that the Meyers-Milias-Brown Act requires an employer to implement "all possible service reductions and coverage options, including: (1) planning to use supervisors, managers, non-bargaining unit personnel, and bargaining unit employees that the union has exempted from the strike or who have affirmatively indicated that they plan to work during the strike; (2) contacting all companies or other entities potentially able to provide replacement employees or services, and contracting with such entities if they indicate they can provide replacements..." (*County of San Mateo* (2019) PERB Order No. IR-61-M, p. 8.) The employer is expected to seek assistance from a local registry, and if necessary, a national striker replacement company. "[N]ational striker replacement companies...provide access to a far greater pool of replacement workers than is available through local registries alone." (*Id.*, p. 24.) The cost of such replacement services is irrelevant. "Pursuant to the County Sanitation standard, an employer is not entitled to an injunction merely because it would cost the employer a substantial amount of money to hire replacements." (*Id.*, p. 25.) The employer must also take numerous steps such as "canceling elective treatments, [and] decreasing patient census." (*Id.*, p. 25.) Additionally, the employer must "lessen [] impacts [of the strike] by authorizing weekday and weekend overtime work before and after the strike, including opening or performing certain operations during a weekend before and/or after a scheduled strike..." (*Id.*, p. 13, fn. 9.)

We also ask you to read the *County of San Joaquin* decision. (*County of San Joaquin* (2021) PERB Decision No. 2761-M, affirmed, *County of San Joaquin v. Public Employment Relations Bd.* (2022) 82 Cal.App.5th 1053, 1072, 1081- 1082, 1088.) The law requires the County to permit UAPD members to return to work when the strike concludes even if the County has hired strike replacement nurses. (*Id.*, pp. 28-29.) Relatedly, we expect the County to make "a good faith effort in the marketplace to negotiate a strike replacement contract that would eliminate any 'minimum shift guarantee' or shorten it to the greatest degree possible..." (*Id.*, p. 47.)

In summary, bargaining unit members have rights and the UAPD will vigorously protect and enforce those rights. The UAPD stands ready to negotiate any issues about essential services. If the County fails to do so,

the County bears the responsibility towards the public and, in particular, the clientele that these medical providers serve.

Organize,

David A. Rosenfeld

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