



LOS ANGELES COUNTY  
 EMPLOYEE RELATIONS COMMISSION  
 500 West Temple Street  
 Hall of Administration, Room 374  
 Los Angeles, CA 90012-2718  
[ERCOMfilings@bos.lacounty.gov](mailto:ERCOMfilings@bos.lacounty.gov)  
 213-974-2417

**CHARGE ALLEGING UNFAIR EMPLOYEE RELATIONS PRACTICE  
 AGAINST MANAGEMENT**

**INSTRUCTIONS:**

- A. This charge may be filed pursuant of the Employee Relations Ordinance No. 9646, Section 5.04.240 (a)(b).
- B. Complete this form and submit an electronic .pdf copy to [ERCOMfilings@bos.lacounty.gov](mailto:ERCOMfilings@bos.lacounty.gov).
- C. Charging Party is responsible for the notification to Respondent within (3) calendar days of filing and shall provide proof of service to ERCOM via [ERCOMfilings@bos.lacounty.gov](mailto:ERCOMfilings@bos.lacounty.gov).

DO NOT WRITE IN THIS SPACE

CASE NO. \_\_\_\_\_

DATE FILED \_\_\_\_\_

**Charge Against:**

Name: County of Los Angeles Address: 500 West Temple Street, Los Angeles, CA 90012

The above named County of Los Angeles has engaged in and/or is engaging in unfair employee (employer) relations practices within the meaning of Section See attachment subsection(s) See attachment of the Employee Relations Ordinance or Section See attachm subsection(s) See attachment of the Commission Rules and Regulations.

**Basis of Charge:** (Be specific as to facts/actions, names, addresses, dates, etc. Attach additional pages if required)  
 See attachment.

**Requested Remedy (if applicable):**  
See attachment.

**Charging Party:**

Full Name of Party(ies) filing charge: (If Employee Organization give full name, including local and and/or number)  
Union of American Physicians & Dentists

Contact Person: Ardalan Raghian Email: araghian@unioncounsel.net

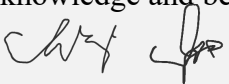
Cell Phone: \_\_\_\_\_ Office Phone: (510) 337-7309

Mailing Address (include zip code): Weinberg, Roger & Rosenfeld, 1375 55th Street, Emeryville, CA 94608

**Additional Relevant Information:**  
See attachment.

**Declaration**

I declare that I have read the above charge(s) and verify under penalty of perjury that the statements therein are true to the best of my knowledge and belief.

Signature 

Printed Name Christopher Ige

Title: Regional Administrator

For: Union of American Physicians & Dentists, Bargaining Units 324 and 325

Date: December 18, 2023

***UAPD v. LOS ANGELES COUNTY***  
**Appendix to ERCOM Charge Alleging Unfair Employee Relations Practice Against  
Management**

**STATEMENT OF FACTS**

1. Charging Party, Union of American Physicians & Dentists (“UAPD”), is and has been at all times material herein the exclusive representative<sup>1</sup> of certain psychiatrists and dentists in Bargaining Unit 325 (“BU 325”) and of certain physicians and veterinarians in Bargaining Unit 324 (“BU 324”), all of whom are employees of the County of Los Angeles (“County”). The County is and has been at all times material herein a “public agency” within the meaning of Government Code section 3501(c).
2. The County and UAPD are parties to two (2) Memoranda of Understanding (“MOU” or “MOUs”), that set forth the wages, hours, and terms and conditions of employment of employees in BU 325 and BU 324. Both MOUs expired at midnight on September 30, 2021. UAPD formally requested bargaining over both successor MOUs on June 15, 2021, via letters submitted to the County for each unit. After more than two (2) years of negotiations, there is still no agreement on either MOU.
3. The County has consistently engaged in delay tactics since UAPD first requested bargaining. Numerous bargaining meetings have been cancelled by the County – earlier this year alone, the County cancelled three scheduled bargaining meetings in or around May of 2023 and cancelled nearly one dozen meetings that were scheduled between October of 2023 and the date of this letter. UAPD has oftentimes had to wait several weeks for promised proposals from the County. Moreover, the County utterly ignored, for more than three (3) months, a UAPD proposal on relief psychiatrists that UAPD provided to the County on September 14, 2023, where the County did not respond to said proposal until December 5, 2023.
4. The County has repeatedly failed and refused to provide counterproposals to UAPD. Instead of explaining its inflexible positions, the County has continually rejected UAPD proposals by simply stating “we’re not interested in that.”
5. On December 5, 2023, the County showed up to a scheduled BU 324 bargaining meeting with a proposal to BU 325. The bargaining team members of BU 325 were not present, because the meeting was scheduled, and clearly communicated to UAPD, as a BU 324 meeting.
6. Between the first week of October of 2023 and December 5, 2023, the County refused to continue meeting and bargaining regarding BU 325’s successor MOU until BU 324

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<sup>1</sup> UAPD is a: (1) “recognized employee organization” within the meaning of Government Code section 3501(b); and (2) “certified employee organization” within the meaning of Los Angeles County Employment Relations Ordinance (“ERO”) section 5.04.030(A).

bargaining is completed, thereby conditioning continued negotiations with BU 325 on the completion of negotiations with BU 324.

7. On November 21, 2023, a scheduled bargaining session, the County cancelled it that same day after BU 324 showed up ready to bargain. BU 324 was expecting a counterproposal from the County that day, but the County did not provide one. Instead, when cancelling the meeting, the County told BU 324 that they were going to provide BU 324 with a counterproposal on the following scheduled bargaining day, November 29, 2023. However, on November 29, 2023, the County showed up to the meeting unprepared, postponed the meeting for later that day, and when the meeting was set to resume, the County once again postponed the meeting for the following bargaining session, on December 5, 2023.
8. On August 14, 2023, UAPD sent a BU 325 proposal to the County related to Psychiatry staffing. Since then, the County has neither provided any response to said proposal nor met with UAPD to discuss it. The County has refused to do so until it reaches an agreement on BU 324's successor MOU.
9. On April 20, 2022, the parties tentatively agreed to Cost of Living Adjustments ("COLA") to the salaries of BU 325 members for the years 2022, 2023, and 2024. On December 15, 2023, the County provided the Union with its "Last Best and Final Offer" for BU 325. That offer excludes the previously agreed-to COLA for 2024.
10. After more than two (2) years of engaging in negotiations with the County and enduring bad faith conduct from the County, on December 12, 2023, UAPD informed the County that members of BU 324 and 325 will be engaging in a strike from December 27, 2023, through January 1, 2024, as a result of the County's bad faith conduct throughout the bargaining process. Since then, the parties have been meeting to negotiate line-pass agreements for each affected County facility.
11. On December 15, 2023, the Interim Chair of the Department of Anesthesiology at Harbor-UCLA Medical Center<sup>2</sup> cornered several BU 324 members, separately, to ask whether they are members of UAPD and whether they are going to strike. The Interim Chair did not provide assurances to the members that they need to respond to their inquiry and that they will not face adverse consequences based on their answer, or by refusing to answer. By interrogating these members with such questions, the County pressured members to reveal their sympathies toward UAPD and the scheduled strike.

### **STATEMENT OF LAW**

12. Pursuant to ERO Section 5.04.040(E), the provisions of the ERO "are not intended to conflict with the provisions of [the Meyers-Milias-Brown Act<sup>3</sup>]."

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<sup>2</sup> Harbor-UCLA Medical Center is one of the County's healthcare facilities.

<sup>3</sup> Government Code section 3500 *et seq.* ("MMBA")

13. Pursuant to ERO Section 5.04.070, “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,” and “No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of his exercise of these rights.”
14. Pursuant to ERO Section 5.04.240(A)(1), it is an unfair employee relations practice for the County “[t]o interfere with, restrain, or coerce employees in the exercise of the rights recognized or granted in this chapter.”
15. Pursuant to ERO Section 5.04.240(A)(3), it is an unfair employee relations practice for the County “[t]o refuse to negotiate with representatives of certified employee organizations on negotiable matters.”
16. Pursuant to ERO Section 5.04.030(O), “negotiation,” as defined in the ERO, means performance by UAPD and County “of their mutual obligation to meet at reasonable times and to confer in *good faith* ...” (Emphasis added.)
17. Pursuant to the MMBA, the County and UAPD are required to “meet and confer in *good faith* regarding wages, hours, and other terms and conditions of employment ...” (Gov. Code § 3505 [emphasis added].)
18. A party fails to meet its obligation to engage in good faith negotiations, and consequently violates the MMBA and ERO, when it: (1) fails to explain a bargaining position in sufficient detail, including but not limited to when rejecting the other party’s proposal (*City of San Jose* (2013) PERB Dec. No. 2341-M, pp. 24, 42; *City of Davis* (2018) PERB Dec. No. 2582-M, pp. 19-20); (2) maintains a take-it-or-leave-it attitude (*City of San Ramon* (2018) PERB Dec. No. 2571-M, pp. 7-8); (3) engages in dilatory or evasive tactics, fails to prepare adequately for negotiations, or fails to take their bargaining obligation seriously (*Children of Promise Preparatory Academy* (2018) PERB Dec. No. 2558, p. 26); (4) reneges on tentative agreements or previously-agreed proposals (*Stockton Unified School District* (1980) PERB Dec. No. 143, p. 31); (5) fails to respond to proposals in a timely manner or otherwise fails to offer counterproposals (*State of California (Dept. of Personnel Admin.)* (1989) PERB Dec. No. 739-S, pp. 4-5; *Oakland Unified School Dist.* (1981) PERB Dec. No. 178); (6) engages in conditional bargaining – i.e., conditions agreement on certain subjects within the scope of bargaining on agreement regarding another subject within the scope of bargaining (*Petaluma City Elementary School Dist.* (2016) PERB Dec. No. 2485, p. 34; *City of San Jose, supra*, at pp. 26-34); (7) refuses to discuss a subject of bargaining once the other party has provided a proposal or otherwise demanded bargaining on that subject, or when it unreasonably delays discussion of a subject within the scope of bargaining once the other party has submitted a proposal and elicited a response (*City of San Jose, supra*, at p. 27); or (8) engages in “any other conduct that tends to frustrate negotiations without adequate reason.” (*Imperial Irrigation District* (2023) PERB Dec. No. 2861-M, p. 52.)

19. Pursuant to MMBA Section 3502, “public employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.”
20. Pursuant to MMBA Section 3506, a public agency “shall not interfere with, intimidate, restrain, coerce or discriminate against public employees because of their exercise of their rights under Section 3502.”
21. Pursuant to MMBA Section 3506.5, it is unlawful for a public agency to “[i]mpose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this chapter,” “[d]eny to employee organizations the rights guaranteed to them by this chapter,” and/or “[r]efuse or fail to meet and negotiate in good faith with a recognized employee organization.” (Gov. Code § 3506.5(a), (b), (c).)
22. Pursuant to MMBA Section 3508(d), “[t]he right employees to form, join and participate in the activities of employee organizations shall not be restricted by a public agency on any grounds other than those set forth in [Section 3508].”
23. A public agency engages in unlawful interference in violation of the MMBA when its conduct interferes or tends to interfere with the exercise of protected rights under the MMBA. (*City of San Diego* (2020) PERB Dec. No. 2747-M, p. 36.) Even “slight harm” to employee rights under the MMBA constitutes unlawful interference. (*County of Riverside* (2010) PERB Dec. No. 2119-M, p. 17.) In proving unlawful interference, neither does unlawful motive need be established nor need it be shown that an employee suffered a demonstrable or objectively adverse effect. (*Chula Vista Elementary School Dist.* (2018) PERB Dec. No. 2586, p. 28; *County of Riverside, supra*, p. 17.) “Employer conduct which tends to chill [] [protected] activity interferes with employee and union rights.” (*County of Merced* (2014) PERB Dec. No. 2361-M, p. 11.)
24. “It is axiomatic that acts done in furtherance of union interests are protected.” (*Rainbow Municipal Water Dist.* (2003) PERB Dec. No. 1676-M, p. 10.) As held by the California Supreme Court, public employees, including those covered under the MMBA, have the right to strike to improve their wages or terms and conditions of employment. (*County Sanitation Dist. No. 2 v. Los Angeles County Employees Association* (1985) 38 Cal.3d 564.) Section 3502 of the MMBA “provides statutory protection for a qualified right to strike ... except as limited by other provisions of the MMBA and controlling precedent.” (*City & County of San Francisco* (2017) PERB Dec. No. 2536-M, p. 18.) As declared by the California Supreme Court, “strikes by public employees are not unlawful at common law unless or until it is clearly demonstrated that such a strike creates a substantial and imminent threat to the health or safety of the public.” (*County Sanitation Dist. No. 2, supra*, at p. 586.)
25. The MMBA “prohibits employers from conducting polls or otherwise questioning employees to assess their support for the union during an organizing campaign.” (*United*

*Teachers Los Angeles* (2020) PERB Dec. No. 2716, p. 27; See also *Allegheny Ludlum Corp.*, 333 NLRB 734, 740 (2001) [an employer engages in unlawful polling by forcing an employee to make an observable choice that demonstrates their support for or rejection of the union], enforced, 301 F.3d 167 (3d Cir. 2002); *Special Touch Home Care Services, Inc.*, 357 NLRB No. 2 (2011).) Such conduct constitutes unlawful interference in violation of the MMBA. (*Id.*; *Clovis Unified School District* (1984) PERB Dec. No 389-E.)

### **ERO AND MMBA VIOLATIONS**

26. By engaging in the conduct described in paragraphs three (3) through nine (9) herein, the County engaged in bad faith bargaining in violation of ERO Sections 5.04.040(E), 5.04.070, 5.04.240(A)(1), 5.04.240(A)(3), and 5.04.030(O), and MMBA Sections 3505, 3506.5(a), 3506.5(b), 3506.5(c), and 3508(d).
27. By engaging in the conduct described in paragraph eleven (11) herein, the County violated ERO Sections 5.04.040(E), 5.04.070, and 5.04.240(A)(1), and MMBA Sections 3502, 3506, 3506.5(a), 3506.5(b), and 3508(d).

### **REMEDY REQUESTED**

UAPD requests that the Los Angeles County Employee Relations Commission:

- (1) Order the County to cease and desist from interfering with union and employee rights protected under the ERO and MMBA;
- (2) Order the County to cease and desist from communicating with BU 324 and BU 325 represented employees regarding their participation in the UAPD strike or their support of UAPD without first meeting and conferring with UAPD concerning the content of such communications;
- (3) Order the County to promptly meet and confer in good faith with *both* BU 324 and BU 325;
- (4) Order the County to pay damages to UAPD to make it whole, in amounts to be proven at hearing;
- (5) Order the County to pay UAPD attorneys' fees and costs in amounts to be proven at hearing;
- (6) Order the County to post notices announcing its violations of the MMBA and ERO at all locations where UAPD represented employees are assigned, and to distribute the

customary notices via County intranet and email to all employees in the manner that the County distributes standard County-issued memos to employees; and

- (7) Order any and all other remedies that it deems just and proper to effectuate the purposes of the MMBA and ERO.



## PROOF OF SERVICE

I declare that I am employed in the County of Alameda, California. I am over the age of

18 years and not a party to the within entitled cause. The address of my business is

1375 55th Street, Emeryville, CA 94608

On December 18, 2023, I served the Employee Relations Commission's

Charge Alleging Unfair Employee Relations Practice against Management on the parties

listed below by (check the applicable method(s)):

- placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Service or private delivery service following ordinary business practices with postage or other costs prepaid;
- personal delivery;
- electronic service - I served a copy of the above-listed document(s) by transmitting via electronic mail (e-mail) listed below on the date indicated.

*(Include here the name, address and/or e-mail address of the Respondent and/or any other parties served.)*

Fesia Davenport, CEO  
County of Los Angeles  
500 West Temple Street, Room 358  
Los Angeles, CA 90012  
fdavenport@ceo.lacounty.gov

Alexander Volberding  
Millicent Usoro  
Liebert Cassidy Whitmore  
6033 W. Century Blvd., 5th Floor  
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Joshua Goodman  
Office of County Counsel  
500 West Temple Street, Suite 648  
Los Angeles, CA 90012  
JGoodman@counsel.lacounty.gov

I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed on December 18, 2023, at Emeryville, California.

Muey Saeteun

Type or Print Name

  
Signature