



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 EMPLOYEE ORGANIZATION**

**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. 018-23  
 DATE FILED 12/14/23

**Charge Against:**

Name: Union of American Physicians and Dentists Address: \_\_\_\_\_

The above named UAPD  
 (employee organization)  
 has engaged in and/or is engaging in unfair employee  
 relations practices within the meaning of Section 5.04 subsection(s) 5.04.240(B)(2) of the Employee Relations  
 Ordinance or Section \_\_\_\_\_ subsection(s) \_\_\_\_\_ 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 page.

**Requested Remedy (if applicable):**

1. Order UAPD to cease and desist from failing and refusing to bargain in good faith with the County.
2. Order UAPD to cease and desist from failing to comply with its bargaining obligations under the County's ERO and the MMBA.
3. Order UAPD to cease and desist from threatening and/or engaging in any unlawful strikes.
4. Order UAPD to cease and desist from failing to comply with all applicable impasse resolution procedures prior to any strikes.
5. Order UAPD to physically post a notice in conspicuous places of its unlawful practices and violations at all County locations where UAPD-represented employees work, and to electronically post the notice to all UAPD-represented employees.
6. Such other relief and available remedies as ERCOM deems appropriate.

**Charging Party:**

Full Name of Party(ies) filing charge:

County of Los Angeles

Contact Person: Alexander C. Volberding Email: avolberding@lcwlegal.com

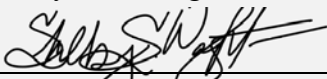
Cell Phone: \_\_\_\_\_ Office Phone: 310-981-2000

Mailing Address (include zip code): 6033 West Century Blvd., Suite 500, Los Angeles, CA 90045

**Additional Relevant Information:**

**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 Shelby Washington

Title: Principal Analyst, Benefits and Employee Relations

For: County of Los Angeles, Chief Executive Office

Date: 12/14/2023

***Los Angeles County v. Union of American Physicians and Dentists, Bargaining Unit 324***  
**Attachment to Unfair Practice Charge (ERCOM Form ERC-4b)**

**I. INTRODUCTION**

The Union of American Physicians and Dentists, Bargaining Unit 324 (“UAPD” or “Bargaining Unit 324”), which represents physicians employed by the County of Los Angeles (“County”) Department of Health Services (“Department” or “DHS”) violated the County Employment Relations Ordinance (“ERO”) by failing to bargain in good faith with County and by failing to adhere to ERCOM rules regarding impasse and post-impasse proceedings. (ERO, Section 5.04.240(B)(2); ERCOM Rule 7; see also Gov. Code §§ 3505 and 3505.4.)

Specifically, the UAPD violated the ERO and failed to bargain in good faith by threatening to engage in an unlawful strike. The threatened strike by UAPD is unlawful for two (2) separate and distinct reasons:

- (1) The threatened strike is unlawful because it is an “economic strike”<sup>1</sup> undertaken to gain leverage in contractual negotiations, which would take place prior to the County and UAPD (hereinafter referred to as the “Parties”) reaching impasse in their contractual negotiations or exhausting post-impasse proceedings under ERCOM Rule 7<sup>2</sup>; and
- (2) The threatened strike is unlawful because it would result in physicians who are represented by UAPD and who are essential to the preservation of public health and safety in the County withholding their services in a manner that would “substantially and imminently threaten public health and safety” in the County and the region.<sup>3</sup>

Both the timing of the threatened strike, which UAPD members authorized on November 21, 2023 and will commence on Wednesday, December 27, 2023 and continue through January 1, 2024, and the nature of the strike, which would threaten public health and safety in the County, make UAPD’s threatened strike unlawful.

Due to the imminence of the threatened strike and its substantial and adverse effect on public health and safety, the County respectfully requests ERCOM expedite its processing of this Unfair Practice Charge (“Charge”) and hold that the County has stated a prima facie case that UAPD has violated the ERO.

---

<sup>1</sup> An economic strike is distinguishable from an unfair labor practice strike in that an economic strike is used by unions as leverage in contractual negotiations in order to win economic concessions from the employer. An unfair labor practice strike is used to oppose employer practices that allegedly constitute unfair labor practices.

<sup>2</sup> As discussed herein, an “economic strike” that occurs during bargaining, prior to impasse and the exhaustion of applicable post-impasse proceedings is presumptively unlawful. (*Regents of the University of California* (2010) PERB Dec. No. 2094-H, p. 32.)

<sup>3</sup> As discussed herein, a strike that would “substantially and imminently threaten public health and safety” is unlawful. (*County Sanitation Dist. 2 v. Los Angeles County Employees’ Assn.* (1985) 38 Cal. 3d 564 (“*County Sanitation*”).)

The County further requests ERCOM expedite its adjudication in order to hold that the threatened strike by UAPD is unlawful and order UAPD to cease and desist from threatening to strike or engaging in a strike.

## **II. FACTUAL BACKGROUND**

### **A. BACKGROUND**

UAPD represents approximately 1,100 County physicians at DHS facilities, including: (1) Los Angeles General Medical Center (“LA General”); (2) Harbor-UCLA Medical Center (“Harbor-UCLA”); (3) Olive View-UCLA Medical Center (“Olive View-UCLA”); (4) Rancho Los Amigos National Rehabilitation Center (“Rancho Los Amigos”); and (5) in the Ambulatory Care Network (“ACN”). UAPD-represented physicians also work in Correctional Health Services (“CHS”).

At each of the County facilities where UAPD-represented physicians work, the County provides essential and life-saving health and medical services, including in such service areas as Emergency Rooms (“ER”), Intensive Care Units (“ICU”), Operating Rooms (“OR”), Labor and Delivery, and many others.

Certain UAPD-represented physicians perform job duties that are necessary to operation of these essential service areas and consequently to public health and safety in the County and region.

The services provided by these UAPD-represented physicians cannot be discontinued (or diminished below minimum staffing levels) without creating a substantial and imminent threat to public health and safety in the County and region.

The County has identified at a minimum 210 UAPD-represented physicians whose services are immediately necessary to the preservation and protection of public health and safety in the County and the region.

### **B. BARGAINING BETWEEN THE PARTIES FOR A SUCCESSOR MOU**

The Memorandum of Understanding (“MOU”) between the Parties expired on September 30, 2021.

The Parties are presently engaged in bargaining a successor MOU that will provide for the terms and conditions of employment for UAPD-represented physicians.

The main outstanding bargaining issue between the Parties is the UAPD’s demand that the County provide UAPD-represented physicians health care benefits under a County program called MegaFlex. Throughout bargaining with UAPD, the County has adamantly maintained its bargaining position that it will not provide UAPD-represented physicians MegaFlex.

To date, neither the County nor UAPD have declared impasse in the ongoing contractual negotiations.<sup>4</sup>

### C. UAPD'S THREAT TO ENGAGE IN AN "ECONOMIC STRIKE"

During the Parties' negotiations, UAPD's bargaining representatives and counsel have threatened to engage in a strike in order to gain leverage over the County in the negotiations for a successor MOU. Specifically, UAPD has threatened to engage in a strike that would withhold essential and life-saving medical services from the public, so that the UAPD-represented physicians may receive improved health care benefits from the County.

On October 16, 2023, UAPD counsel, David Rosenfeld of Weinberg Roger & Rosenfeld wrote to the County and stated: "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 working conditions of the bargaining unit." (Attached hereto as Attachment 1 is a copy of Rosenfeld's October 16, 2023 Letter.) Rosenfeld's October 16, 2023 letter makes clear that the basis for the threatened strike relates to UAPD's dissatisfaction with the County's response to UAPD's bargaining proposals.

On November 21, 2023, UAPD-represented physicians authorized a strike against the County, based on their dissatisfaction with the County bargaining proposals. (Attached hereto as Attachment 2 is a November 22, 2023 Los Angeles Times article, "L.A. County doctors give the green light for possible strike".)

On December 6, 2023, Rosenfeld wrote to the County and stated: "It looks like there is a going to be a strike unless the County makes a dramatic change in its [bargaining] position." Rosenfeld continued: "It is clear that a strike is the only way to get the County to address the issues left on the bargaining table." (Attached hereto as Attachment 3 is a copy of Rosenfeld's December 6, 2023 Letter.) Rosenfeld's December 6, 2023 letter again makes clear that the basis for the threatened strike relates to the Parties' bargaining, not other issues.

As of the filing of this Charge by the County against UAPD, UAPD has *not* filed any unfair labor practice charge against the County alleging that the County at any time relevant to this matter engaged in any conduct that would constitute an unfair labor practice.<sup>5</sup>

Based on the fact that the UAPD has repeatedly threatened to strike and authorized a strike based on the economic terms included in the County's bargaining position and proposals to UAPD and because UAPD has not filed any unfair labor practice charge against the County, it is clear and unmistakable that the threatened strike is an "economic strike."<sup>6</sup>

---

<sup>4</sup> As a result of the fact that bargaining is still underway and neither party has declared impasse, UAPD has *not* exhausted applicable post-impasse procedures, including factfinding, that are required under the County ERO prior to imposition of terms.

<sup>5</sup> UAPD's strike authorization vote, which concluded on November 21, 2023, establishes that any UAPD strike would be based on the Parties' bargaining, not any unfair labor practice that UAPD may later allege that the County engaged.

<sup>6</sup> As discussed herein, "economic strikes" are presumptively unlawful. (See footnote 2, *supra*.)

**D. UAPD’S FAILURE TO ENGAGE THE COUNTY IN NEGOTIATIONS IN ORDER TO PREVENT A SUBSTANTIAL AND IMMINENT THREAT TO PUBLIC HEALTH AND SAFETY THAT WILL OCCUR AS A RESULT OF THE UAPD STRIKE**

On October 16, 2023, while the Parties were engaged in successor MOU negotiations, UAPD offered to engage the County in “line pass negotiations” for the purpose of identifying any UAPD-represented physicians whose services are essential to public health and safety and who would need to continue to work in the event of a strike by UAPD. (See Attachment 1, Rosenfeld October 16, 2023 Letter.)

On October 20, 2023, outside counsel for the County, Alexander Volberding of Liebert Cassidy Whitmore, accepted UAPD’s offer to engage in the line pass negotiations. (Attached hereto as Attachment 4 is a copy of Volberding’s October 20, 2023 Letter.) Despite accepting the County accepting UAPD’s offer to engage in line pass negotiations, UAPD did not respond to the County in order to discharge its duty to engage in such negotiations.

On November 22, 2023, after more than one (1) month of inaction by UAPD, Volberding followed up with UAPD regarding the County’s acceptance of the UAPD offer to engage in line pass negotiations. (Attached hereto as Attachment 5 is a copy of Volberding’s November 22, 2023 Letter.) Again, UAPD did not respond to the County in order to engage in such negotiations.

More than two (2) weeks later, on December 6, 2023, UAPD submitted a request for information to the County related to the line pass negotiations. (See Attachment 3, Rosenfeld’s December 6, 2023 Letter.)

On December 8, 2023, Volberding responded to UAPD and requested UAPD’s availability for the remainder of calendar year 2023 for the purpose of engaging in line pass negotiations. (Attached hereto as Attachment 6 is a copy of Volberding’s December 8, 2023 Letter.) Again, UAPD did not respond to the County in order to engage in such negotiations.

On December 8, 2023, the County requested that UAPD provide the date of the commencement of the strike and the duration of the strike, so that the County could engage and retain replacement workers to prepare for the UAPD strike and, if possible, provide coverage for essential UAPD-represented physicians so that they could engage in a lawful strike.

**E. UAPD’S DECEMBER 12, 2023 LETTER ATTEMPTS TO PROVIDE JUSTIFICATIONS FOR UAPD’S UNLAWFUL THREAT TO ENGAGE IN A PRE-IMPASSE ECONOMIC STRIKE**

On December 12, 2023, Rosenfeld sent a letter to Volberding stating that on Wednesday, December 27, 2023, UAPD intends to commence a strike that will withhold the essential services provided by UAPD-represented physicians that are necessary to public health and safety in the County and region. (Attached hereto as Attachment 7 is Rosenfeld’s December 12, 2023 Letter.) UAPD intends for the strike to continue through January 1, 2024.

**1. The Letter Falsely Claims that the County Failed to Make Any Substantive Bargaining Proposals to UAPD**

The December 12, 2023 letter also falsely states, with respect to Bargaining Unit 324, “[t]he County made six proposals, none of which was a substantive proposal. In each case, it was nothing more than the County responding to the Union’s proposals.”

This falsehood is immediately disproven by each of the County comprehensive bargaining proposals to Bargaining Unit 324. (See Attachment 16, County’s Email to UAPD with Comprehensive Proposals as Attachments.)

**2. The Letter Falsely Claims that the County Failed to Respond to or Provide Information Requested by UAPD**

The December 12, 2023 letter also falsely claims that the County engaged in an unfair labor practice by “fail[ing] to respond to information requests that the UAPD has made.” This falsehood is easily disproved.

On November 1, 2023, UAPD requested information from the County related to payroll data for certain County employees . (Attachment 9, November 1, 2023 Email from UAPD to County.) On November 6, 2023, the County provided a response to UAPD’s information request in the format the County had such information. (Attachment 10, November 6, 2023 Email from County to UAPD.) On November 9, 2023, UAPD responded, indicating the information that the County provided was not useful and wanted the information in a different format. (Attachment 12, November 9, 2023 Email from UAPD to County.)

In a separate email on November 8, 2023, the County provided additional responsive information. (Attachment 11, November 8, 2023 Email from County to UAPD.)

On November 17, 2023, UAPD sent the County a follow up email about the information request, and the County advised UAPD that it was looking to see if the requested information was readily available. (Attachment 13, November 17, 2023 Emails between UAPD and County.)

On November 20, 2023, UAPD again stated the information sent by the County was not useful and requested it be sent in a new format. (Attachment 14, November 20, 2023 Emails between UAPD and County.)

On December 13, 2023, the County sent the information in a revised format pursuant to UAPD’s request. (Attachment 15, December 13, 2023 Emails between UAPD and County.)

**3. The Letter Falsely Claims that the County Failed to Provide Release Time to UAPD Bargaining Unit 325**

The December 12, 2023 letter makes conclusory allegations that the County refused to bargain with another bargaining represented by UAPD, Bargaining Unit 325, by failing to provide release time to Bargaining Unit 325 representatives. This is inaccurate.

It is the longstanding and well-established practice between the County and both UAPD Bargaining Units that the County negotiates with Bargaining Unit 324 first and then Bargaining Unit 325 after since many of the terms and conditions of employment are the same or substantially similar and this practice increases efficiency for all parties. Representatives from Bargaining Unit 325 have attended negotiation sessions between the County and Bargaining Unit 324 in order to stay apprised of developments at the bargaining table.

Since 2021 through the end of September 2023, the County regularly released Bargaining Unit 325 representatives from their normal job duties in order to engage the County in negotiations for a successor MOU. On October 20, 2023, the County communicated to UAPD that it would not release the Bargaining Unit 325 representatives because Bargaining Unit 325 had not provided a comprehensive proposal to the County in the two years since the MOU expired in 2021. The County maintained that it was ready to meet with Bargaining Unit 325 upon the receipt of such a comprehensive proposal which addressed and accounted for items that Bargaining Unit 325 had not provided to the County in two years.

On November 20, 2023, Bargaining Unit 325 sent a comprehensive proposal to the County, for consideration as part of the County's negotiations with Bargaining Unit 324.

On December 5 and 7, 2023, the County responded to each of the proposals included in the Bargaining Unit 325 proposal when the County met with Bargaining Unit 324 on those dates.

The County is and has always been willing to provide release time to Bargaining Unit 325 members when there is a bargaining proposal to discuss.

Even taking this allegation at face value, which the evidence does not support, it does not relate to the County's good faith negotiations with Bargaining Unit 324.

**4. The Letter Admits that UAPD Engaged in Bad Faith Dilatory Tactics regarding Line Pass Negotiations with the County**

Finally, the December 12, 2023 letter also admitted that UAPD intentionally delayed the commencement of line pass negotiations in which the County requested to engage on October 20, 2023.

The letter stated, "It is true that we sent a letter to the County's Executive on October 16, 2023 addressing the line pass issue. We took no action between then and more recently because we wrongfully assumed that the County would come forward with some proposal that would avoid what is now clearly necessary, that is a lawful strike to force the County to bargain in good faith."

The letter further stated that UAPD is "available now to review with the County any proposed line passes."

On December 13, 2023, the County promptly responded to UAPD and provided its availability to engage in line pass negotiations, starting on December 14, 2023. (Attached hereto as Attachment 8 is a copy of Volberding's December 13, 2023 Letter.)



### III. LEGAL ARGUMENT

#### A. UAPD'S THREAT TO ENGAGE IN AN ECONOMIC STRIKE IS PRESUMPTIVELY UNLAWFUL

UAPD's threat to strike while the Parties are engaged in negotiations and have not reached impasse or exhausted post-impasse proceedings constitutes a clear and unmistakable violation of the County ERO, which makes it an unfair labor practice for an employee organization "to refuse to negotiate with county officials on negotiable matters." (ERO, Section 5.04.240(B)(2); ERCOM Rule 7.)

There is a rebuttal presumption that an employee organization, which is involved in contractual negotiations, but that has neither reached impasse in those negotiations nor any applicable exhausted post-impasse procedural requirements is "refusing either to negotiate in good faith (if the strike occurs before impasse is declared) or to participate in the impasse procedures in good faith." (*Regents of the University of California* (2010) PERB Dec. No. 2094-H, p. 32 ("*Regents*") [citing *Sacramento City Unified School District* (1987) PERB Order No. IR-49; *Westminster School District* (1982) PERB Decision No. 277; *Fresno Unified School District* (1982) PERB Decision No. 208; *Fremont Unified School District* (1980) PERB Decision No. 136.)

The presumption is *only* rebuttable "by proof that the strike was provoked by the employer's unfair practices and the employee organization in fact negotiated and/or participated in impasse procedures in good faith." (*Regents.*) "Absent such proof, the presumption stands, and a violation is established." (*Id.*)

An employee organization may not rebut the presumption of unlawfulness merely by showing that the operative contract expired. (See *Regents of the University of California* (2010) PERB Dec. No 2094-H [threatened strike after expiration of collective bargaining and before completion of impasse procedures was unlawful.]

Here, UAPD is threatening to strike because the County has adamantly maintained its bargaining position and proposal to maintain the status quo in terms of health care benefits for UAPD-represented physicians and not acquiesce to UAPD's demand to be MegaFlex. To date, UAPD has not filed any unfair labor practice charge against the County, alleging that the threatened strike was provoked by alleged unfair practices engaged in by the County.<sup>7</sup> Consequently, it is clear that the UAPD's threatened strike is an "economic strike," which is presumptively unlawful, unless the Parties have reached impasse in their successor MOU negotiations and discharged any applicable post-impasse procedural duties under ERCOM Rule 7. Indeed, UAPD's actions for the past eight (8) weeks – including a vote to authorize a strike on November 22, 2023 prior Rosenfeld's letter to Volberding making illusory unfair practice allegations against the County – demonstrates UAPD's clear intent to engage in an economic strike.

---

<sup>7</sup> Given that the County physicians represented by UAPD authorized the strike against the County on or around November 22, 2023, prior to any charge being filed by UAPD against the County, ERCOM should treat any subsequent charge as pretextual and should discount the charge.

Further, the Parties have *not* reached impasse and UAPD has not engaged in *any* post-impasse procedures required under the ERO and ERCOM Rules, which includes submission of the matter at impasse to factfinding. (ERO, Section 5.04.240; ERCOM Rule 7.)

For these reasons, the economic strike in which UAPD has threatened to engage is presumptively unlawful and violates the County ERO.

**B. UAPD’S CONCLUSORY ALLEGATIONS THAT THE COUNTY ENGAGED IN UNFAIR LABOR PRACTICES ARE UNFOUNDED AND SHOULD NOT BE COUNTENANCED TO SUPPORT AN UNLAWFUL STRIKE BY UAPD**

**1. The County Has At All Times Negotiated in Good Faith with UAPD Bargaining Unit 324**

Neither the MMBA nor the ERO requires that any party to a contractual negotiation acquiesce to the other party’s demands in order to demonstrate good faith participation in negotiations and both permit hard bargaining as a lawful bargaining tactic.

“The obligation of the employer to bargain in good faith does not require the yielding of positions fairly maintained.” (*Regents*, supra, at p. 20 [quoting *National Labor Relations Bd. V. Herman Sausage Co.* (5th Cir. 1960) 275 F.2d 229, 231].) Further, “[a]damant insistence on a bargaining position is not necessarily a refusal to bargain in good faith.” (*Id.* [quoting *Oakland Unified School District* (1982) PERB Dec. No. 275.] A party is permitted to maintain a “hard bargaining” position on one or more issues if the entire course of the bargaining conduct manifests good faith efforts toward reaching an overall agreement. (*City of San Ramon* (2018) PERB Decision No. 2571-M, pp. 7-8.)

In its December 12, 2023 letter, UAPD vaguely and ambiguously alleges that the County has not provided any “substantive” proposals to its demand that the County provide UAPD-represented physicians with MegaFlex. This statement is false and immediately disproven by the County’s comprehensive bargaining proposals to Bargaining Unit 324.

The County has made a number of substantive proposals to Bargaining Unit 324, which may not include the provision that UAPD requested concerning MegaFlex, but that are substantive and comprehensive proposals nevertheless. The County has engaged in negotiations with UAPD Bargaining Unit 324 in good faith despite the fact that the County has consistently and adamantly maintained its position not to provide UAPD MegaFlex. (See *City of Ramon*, supra, at p. 20 [an employer may engage in hard bargaining if its inflexible position is “fairly maintained and rationally supported”].)

UAPD’s insistence that the County provide MegaFlex for bargaining unit members is an economic term and UAPD’s threat to strike on the County’s lawful rejection of that proposal makes the UAPD threatened strike an “economic strike” that is clearly intended to provide UAPD an unlawful advantage over the County at the bargaining table.

2. **The County Has Provided UAPD All of the Information that it Requested**

UAPD also cannot establish that the County failed to provide UAPD a response to information that it request as alleged in the December 12, 2023 letter.

The County has consistently and promptly responded to UAPD’s requests for information. Nor can UAPD establish that the County did not allow any release time for Bargaining Unit 325 members or failed to bargain. (See Section II.E., supra.)

Accordingly, because UAPD has not even set forth facts that, if true, would establish a prima facie case for any unfair labor practice, ERCOM must hold that UAPD’s threatened strike is economic in nature and therefore unlawful.

C. **UAPD’S THREAT TO WITHHOLD THE SERVICES OF UAPD-REPRESENTED PHYSICIANS ESSENTIAL TO PUBLIC HEALTH AND SAFETY IS UNLAWFUL**

Even if the strike threatened by UAPD is not an unlawful economic strike and did not violate the County ERO, which it is and did, the threatened strike would *still* be unlawful because it will create a “substantial and imminent threat to public health and safety” in the County and region. (See *County Sanitation Dist. 2 v. Los Angeles County Employees’ Assn.* (1985) 38 Cal. 3d 564, 586 (“*County Sanitation*”).)

Under *County Sanitation*, a strike by public employees is unlawful, regardless of whether the strike is an economic strike or an unfair labor practice strike, if the employer can demonstrate the following:

- (1) The strike creates a substantial and imminent threat to the health and safety of the public, and
- (2) The imminence of the strike creates such a threat.

(*Id.*)

Here, the County satisfies this two-part conjunctive test and demonstrates that the strike threatened by UAPD would withhold essential and life-saving services starting on December 27, 2023. Such a strike would create “substantial and imminent threat to public health and safety” in the County and region and the imminence of the threatened strike creates such a threat.

1. **The UAPD Strike Would Create a Substantial and Imminent Threat to Public Health and Safety**

With respect to the first criterion, the threat to public health and safety is substantial and imminent, as there are at least 210 UAPD-represented physicians who perform services at County health facilities that are essential to public health and safety.

If these UAPD-represented physicians discontinue the performance of their essential services by participating in a strike, public health in the County and region will be compromised and patients will die.

UAPD's refusal to engage the County in line pass negotiations in the eight (8) weeks since the County initially accepted the UAPD offer to begin such negotiations demonstrates UAPD bad faith engagement those negotiations. (See *San Mateo County Superior Court (2019) PERB Order No. IR-60-C*, p. 3 ["A union violates its duty to bargain in good faith if it causes a strike by one or more employees whose absence from work imminently and substantially threatens public health and safety."].)

During the eight (8) weeks since the County accepted UAPD's offer to engage in line pass negotiations, the County has undertaken actions in order to prevent a substantial and imminent threat to public health and safety as a result of UAPD's threat to engage in an unlawful economic strike. However, UAPD has been an uncooperative partner in the County's effort to prevent such a threat to public health and safety by failing to respond to multiple entreaties by the County to engage in line pass negotiations until approximately two (2) weeks before the intended date of the unlawful strike that will last six (6) days.

While reserving the right to argue that the economic strike is itself unlawful, which it is, the County does not contend that all, or even most, of the UAPD-represented physicians are essential to public health and safety such that they would need to continue to work during a lawful strike. The County asserts that only 210 of the approximately 1,100 UAPD-represented physicians are immediately necessary during a one-day strike.

It is conceivable that, if UAPD actually engaged the County in line pass negotiations, as they offered to do on October 16, 2023, prior to Rosenfeld's December 12, 2023 letter, the Parties would have already agreed to line passes for all UAPD-represented physicians who are essential to public health or arranged for replacement workers to provide coverage for them so that they could participate in a lawful strike. However, UAPD's untimely failure to engage the County in these negotiations or provide the County information necessary to arrange for replacement workers until mere days before the intended start date of the strike creates a substantial and imminent threat to public health and safety.

**2. The UAPD Strike is Imminent and Must be Stopped In Order to Protect Public Health and Safety**

With respect to the second criterion, the imminence of the UAPD strike, which will commence in approximately two (2) weeks on Wednesday, December 27, 2023, creates and compounds the substantial threat to public health and safety that will occur when UAPD-represented physicians withhold their essential and life-saving services from DHS and CHS facilities and the patients that require such services.

For these reasons, the strike threatened by UAPD, which will substantially and imminently threaten public health and safety is unlawful under *County Sanitation* and violates the County ERO.

#### **IV. CONCLUSION**

The County respectfully requests that ERCOM hold that the strike threatened by UAPD is unlawful based on both the timing and the nature of the strike.

The County respectfully requests that ERCOM expedite its processing of this Charge and order UAPD to discharge its obligation to reach impasse in its ongoing contractual negotiations with the County and exhaust post-impasse procedures required under ERCOM Rules prior to threatening to engage or engaging in any strike against the County.

The County further requests that ERCOM order UAPD to cease and desist from threatening to engage or engaging in any strike against the County that would withhold the services of UAPD-represented physicians whose continued service and performance of job duties is essential to prevent a substantial and imminent threat to public health and safety.

## **ATTACHMENT 1**

October 16, 2023

VIA ELECTRONIC MAIL

STEWART WEINBERG  
DAVID A. ROSENFELD  
WILLIAM A. SOKOL  
ANTONIO RUIZ  
MATTHEW J. GAUGER  
ASHLEY K. IKEDA  
LINDA BALDWIN JONES  
ALAN G. CROWLEY  
KRISTINA L. HILLMAN  
BRUCE A. HARLAND  
CAREN P. SENCER  
ANNE I. YEN  
JANNAH V. MANANSALA  
MANUEL A. BOIGUES  
KERIANNE R. STEELE  
GARY P. PROVENCHER  
EZEKIEL D. CARDER  
LISL R. SOTO  
JOLENE KRAMER  
CAITLIN E. GRAY  
TIFFANY L. GRAIN  
XOCHITL A. LOPEZ  
DAVID W.M. FUJIMOTO  
ANDREA C. MATSUOKA  
ALEXANDER S. NAZAROV  
SEAN W. McDONALD

Fesia Davenport  
Chief Executive Officer Los Angeles  
County  
Email: [fdavenport@ceo.lacounty.gov](mailto:fdavenport@ceo.lacounty.gov)

Janice Hahn  
Board of Supervisors  
Los Angeles County  
Email: [FourthDistrict@bos.lacounty.gov](mailto:FourthDistrict@bos.lacounty.gov)

Re: UAPD Negotiations for Bargaining Units 324 and 325

Dear County Executive Davenport 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.

KATHARINE R. McDONAGH  
WILLIAM T. HANLEY  
BISMA SHAHBAZ  
MATTHEW J. ERLI  
MAXIMILLIAN D. CASTILAS  
CRAIG L. SCHECHTER  
MICHAELA F. POSNER  
ALEXANDER M. MILNE  
ZACHARY D. ANGULO  
JOSEPH T. ADAMIAK  
HUGO GARCIA  
WINNIE VIEN  
AILYN GONZALEZ  
SARA J. ZOLLNER  
NOREY L. NAVARRO  
R. MAXWELL SINCLAIR  
MIRANDA MAMMEN

OF COUNSEL

ROBERTA D. PERKINS  
ROBERT E. SZYKOWNY  
ANDREA K. DON  
LORI K. AQUINO

LABOR EDUCATOR

NINA FENDEL (Retired Attorney)

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

DAR:dmt  
opeiu 29 afl-cio(1)

1\1408203

## **ATTACHMENT 2**

CALIFORNIA

## L.A. County doctors and dentists give green light for possible strike



Dozens of physicians, dentists, and psychiatrists rally this month outside the Kenneth Hahn Hall of Administration in Los Angeles. The Union of Physicians and Dentists said its members have voted to authorize a possible strike. (Francine Orr / Los Angeles Times)

BY EMILY ALPERT REYES | STAFF WRITER

NOV. 22, 2023 7:57 AM PT

Physicians and dentists working at Los Angeles County-run hospitals and clinics have voted to authorize a possible strike, citing concerns about inadequate benefits and rampant vacancies.

The Union of American Physicians and Dentists represents more than 1,100 county employees in two bargaining units that gave the green light for a walkout after two weeks of voting. The workers authorized a strike in the event that their negotiating committee determined it was necessary, the union said.

The union did not announce strike dates and such an action is not guaranteed to go forward, but the vote brings its members a step closer to a walkout that could affect a range of county facilities — not just the hospitals run by the county. Among the workers represented by the UAPD are psychiatrists working in L.A. County jails, where labor leaders said vacancy rates for such professionals had run as high as 70%.



**Mini Melissa Girl's Jelly Sandals | Yoyo in...**

melissa ShopMelissa US - Sponsored [Buy now](#)

With so many vacancies, “we cannot provide adequate care to inmates with unmet medical and psychiatric needs,” said Dr. Gary Pedneault, a psychiatrist at a county jail for women, in a statement.

L.A. County-run hospitals are also facing a possible strike by SEIU-United Service Workers West, whose members work for companies contracted by the county to clean and sanitize the public hospitals.

SEIU-USWW said it had notified the county Tuesday that more than 700 environmental services workers could go on strike as soon as Dec. 6. “This is not a decision we take lightly,” the union said in a letter, but “our members can not continue to be treated like a second class in their place of work.”

Both groups have raised concerns about benefits and understaffing: UAPD members have faulted what they say are inadequate benefits for making it difficult to attract and retain physicians. Some physicians said they had to work long hours while pregnant to pad their maternity leave and have more time to bond with their babies.

L.A. County offers more extensive “Megaflex” benefits to some other county employees, but “the healthcare workers of Los Angeles who are the linchpin of the healthcare system ... are not being allowed to have that,” said Dr. Stuart Bussey, president of the UAPD, calling it “unfair.”

“We need good health benefits to fix this recruitment and retention problem,” Bussey said.

The L.A. County Department of Health Services did not promptly respond to questions about vacancy rates for medical professionals in its facilities. In a statement, it said the doctors and dentists represented by the union “already have an extensive benefits package in place” that includes “comprehensive medical, dental, and leave benefits among numerous other provisions.”

County officials have estimated that providing “Megaflex” benefits to all UAPD members in the two bargaining units would cost at least \$86.8 million annually. That cost “would make it prohibitive to consider such investments in wages and incentives by specialty, location and other hard-to-recruit roles for patient care,” Department of Health Services director [Dr. Christina Ghaly](#) warned county supervisors.

UAPD officials said they dispute the cost estimate and are seeking another one. Besides physicians and dentists working for the L.A. County Department of Health Services, the UAPD members weighing a strike include people employed at the Department of Mental Health, Public Health, and the Medical Examiner, among others.

The Department of Health Services said in a statement earlier this month that it was optimistic that negotiations with the UAPD would “ultimately result in a fair and amicable agreement that safeguards patient care, values healthcare workers and enhances physician recruitment and retention in County service.”

SEIU-USWW, in turn, said workers who clean L.A. County-run hospitals are not getting the health benefits that L.A. County supervisors have [called for county contractors to provide](#) for their workers as L.A. County enters into new contracts. The union also said it was concerned about understaffing.

“We are here today to demand that the county please implement the motion that was approved in April for the workers, so that we can have medical insurance,” said Amparo Diaz, who works in housekeeping at Harbor-UCLA Medical Center, speaking with a Spanish-language translator to the Board of Supervisors.

County Supervisor Kathryn Barger, hearing the concerns, asked Tuesday for the county chief executive to update the board on the implementation of the county requirement.

The Department of Health Services did not immediately provide comment on the SEIU-USWW action. It has previously [estimated](#) that requiring county contractors to fully fund healthcare coverage at the minimum levels sought by supervisors — Affordable Care Act Gold Level coverage — could increase county costs for contracted cleaning, food and security services by \$6.3 million to \$10 million annually. That number could be higher if contractors pass along more costs than expected, it said.



Emily Alpert Reyes covers public health for the Los Angeles Times.

Copyright © 2023, Los Angeles Times | [Terms of Service](#) | [Privacy Policy](#) | [CA Notice of Collection](#) | [Do Not Sell or Share My Personal Information](#)

# **ATTACHMENT 3**



December 6, 2023

VIA ELECTRONIC MAIL  
[avolberding@lcwlegal.com](mailto:avolberding@lcwlegal.com)

Alexander Volberding  
Liebert Cassidy Whitmore  
6033 W. Century Blvd., 5th Floor  
Los Angeles, CA 90045

Re: Negotiations/Bargaining Units 324 and 325

Dear Mr. Volberding:

I am writing this letter to you in response to the letter you sent on October 20, 2023 which was the County's response to our letter regarding Line Pass Negotiations.

As you are aware on November 21, 2023 the membership overwhelmingly rejected the County's offer. Negotiations on December 5 went absolutely nowhere. It looks likely there is going to be a strike unless the County makes a dramatic change in its position. We waited to respond to your letter until we determined whether the membership would authorize a strike and it is now clear that the strike has not only been authorized but has been resoundingly and overwhelmingly authorized. It is clear that a strike is the only way to get the County to address the issues left on the bargaining table.

Please provide the County's detailed proposal as to any line passes. Provide location by location the number of physicians and dentists that the County proposes to have work, the schedule for each physician or dentist, the nature of the services to be provided and any backup plans in case a particular provider is unavailable.

Please provide this information location by location for at least a four-week period after any strike begins. Provide the names of the physicians and dentists whom you propose to work with.

Please provide copies of any agreements that the County has entered into with any third parties who may provide physicians or dentists who may provide services during the course of the strike. Please provide a schedule of the proposed use of such third-party providers (also known as locum tenens) which would be used during the strike. This information is necessary to determine how many line passes and the circumstance of line passes in each facility.

Please provide a copy of any strike preparation plan that the County has implemented or is considering.

Provide any procedure the County intends to implement to reduce services during the course of any strike.

STEWART WEINBERG  
DAVID A. ROSENFELD  
WILLIAM A. SOKOL  
ANTONIO RUIZ  
MATTHEW J. GAUGER  
ASHLEY K. IKEDA  
LINDA BALDWIN JONES  
ALAN G. CROWLEY  
KRISTINA L. HILLMAN  
BRUCE A. HARLAND  
CAREN P. SENCER  
ANNE I. YEN  
JANNAH V. MANANSALA  
MANUEL A. BOIGUES  
KERIANNE R. STEELE  
GARY P. PROVENCHER  
EZEKIEL D. GARDER  
LISI R. SOTO  
JOLENE KRAMER  
CAITLIN E. GRAY  
TIFFANY L. CRAIN  
XOCHITL A. LOPEZ  
DAVID W.M. FUJIMOTO  
ANDREA C. MATSUOKA  
ALEXANDER S. NAZAROV  
SEAN W. McDONALD  
KATHARINE R. McDONAGH

WILLIAM T. HANLEY  
BISMA SHAHBAZ  
MATTHEW J. ERLE  
MAXIMILLIAN D. CASILLAS  
MICHAELA F. POSNER  
ALEXANDER M. MILNE  
ZACHARY D. ANGULO  
JOSEPH T. ADAMIAK  
HUGO GARCIA  
WINNIE VIEN  
AILYN GONZALEZ  
SARA J. ZOLLNER  
NOREY L. NAVARRO  
R. MAXWELL SINCLAIR  
MIRANDA MAMMEN  
ARDALAN "ARDY" RAGHIAN

OF COUNSEL

ROBERTA D. PERKINS  
ROBERT E. SZYKOWINY  
ANDREA K. DON  
LORI K. AQUINO

LABOR EDUCATOR

NINA FENDEL (Retired Attorney)

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

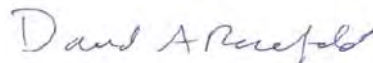
Also admitted in Idaho  
Also admitted in New York

Please provide the names of any managers or non-bargaining unit employees who will provide services, the nature of the services and the schedule of any services they will perform. Please also provide their qualifications including specialties and accreditations.

Please provide this information promptly as the Union is moving rapidly towards a strike given the County's failure to meet the basic demands of the bargaining units.

This information should be provided for each bargaining unit separately.

Organize!



David A. Rosenfeld

DAR:dmt

opeiu 29 afl-cio(1)

1\1423483

# **ATTACHMENT 4**

October 20, 2023

**VIA EMAIL**

drosenfeld@unioncounsel.net

David A. Rosenfeld  
Weinberg Roger & Rosenfeld  
1375 55th Street  
Emeryville, California 94608

**Re: County Response to UAPD's October 16, 2023 Letter regarding Line Pass  
Negotiations re: Bargaining Units 324 and 325**

Mr. Rosenfeld:

This office represents the County of Los Angeles ("County") with respect to the line pass negotiations in which you, on behalf of the Union of American Physicians and Dentists, Bargaining Units 324 and 325 ("UAPD"), offered to engage.

The County shares UAPD's commitment to ensuring that services essential to public health and safety continue to be provided during any potential work stoppage by County employees represented by UAPD. To prevent any disruption to the delivery of such services, the County accepts your offer to engage UAPD in line pass negotiations. The County looks forward to working with you to identify personnel who perform job duties that are necessary to prevent a substantial and imminent threat to public health and safety and who will be granted line passes in order to continue to perform such job duties during any work stoppage by UAPD.

Please provide your availability to meet and confer on the line passes at your earliest convenience, so that the County can schedule such negotiations and the parties can prevent any disruption to essential services that may be caused by a UAPD work stoppage. I can be reached on my cell phone at (415) 609-6655 or by email at avolberding@lcwlegal.com.

Very truly yours,

LIEBERT CASSIDY WHITMORE

*/s/ Alexander Volberding*

Alexander Volberding

# **ATTACHMENT 5**

November 22, 2023

**VIA EMAIL**

drosenfeld@unioncounsel.net

David A. Rosenfeld  
Weinberg Roger & Rosenfeld  
1375 55<sup>th</sup> Street  
Emeryville, CA 94608

**Re: County Follow-Up to UAPD's October 16, 2023 Letter re: Line Pass  
Negotiations re: Bargaining Unit 324  
Client-Matter: LO140/840**

Mr. Rosenfeld:

On October 20, 2023, the County of Los Angeles ("County") accepted your offer to engage the Union of American Physicians and Dentists, Bargaining Unit 324 ("UAPD") in line pass negotiations in order to ensure that services essential to public health and safety continue to be provided during any potential work stoppage by County employees represented by UAPD. Despite requesting that you provide your availability to meet and confer on the line passes at your earliest convenience, more than one month has passed and the County has not received any further communication from you regarding such negotiations.

The County understands that, on November 21, 2023, following a vote of the membership, UAPD authorized a work stoppage by County employees represented by UAPD. The County reiterates its request that, without delay, you provide your availability to meet and confer with the County on the line passes.

In the absence of a prompt response to this second request, the County will understand that your offer of October 16, 2023 was not a serious one and that the UAPD does not share the County's commitment to ensuring that services essential to public health and safety continue to be provided during any potential work stoppage by County employees represented by UAPD.

If the UAPD does in fact share the County's commitment to ensuring the continuation of essential services necessary for public health and safety, please provide your availability to meet and confer on the line passes immediately, so that the County can schedule such negotiations as

David A. Rosenfeld

Re: *County Follow-Up to UAPD's October 16, 2023 Letter re: Line Pass Negotiations re:  
Bargaining Unit 324*

November 22, 2023

Page 2

soon as possible and the parties can prevent any disruption to essential services that may be caused by a UAPD work stoppage. I can be reached on my cell phone at (415) 609-6655 or by email at [avolberding@lcwlegal.com](mailto:avolberding@lcwlegal.com).

Sincerely,

LIEBERT CASSIDY WHITMORE

*/s/ Alexander Volberding*

Alexander Volberding

ACV:js

# **ATTACHMENT 6**



December 8, 2023

**VIA EMAIL**

[drosenfeld@unioncounsel.net](mailto:drosenfeld@unioncounsel.net)

David A. Rosenfeld  
Weinberg Roger & Rosenfeld  
1375 55th Street  
Emeryville, CA 94608

**Re: County Response to UAPD's December 6, 2023 Letter regarding Line Passes  
Negotiations re: Bargaining Unit 324**

Mr. Rosenfeld:

As the County of Los Angeles ("County") indicated in its October 20 letter to you and the Union of American Physicians and Dentists, Bargaining Unit 324 ("UAPD"), the County is prepared to engage in line pass negotiations with UAPD in order to ensure that services to public health and safety continue to be provided during a potential work stoppage by County employees represented by UAPD.

Having received no response from you, on November 22, 2023, the County followed up with you restating its acceptance of your offer to engage in line pass negotiations with UAPD.

Despite accepting your offer to engage in such negotiations on October 20, 2023, and then following up with you more than one month later, on November 22, 2023, you did not respond to the County until December 6, 2023, more than six (6) weeks after the County initially accepted your offer. During this time, the County and UAPD could have identified County employees represented by UAPD who are essential to public health in the County and negotiated their non-participation in any work stoppage.

Despite your delay in undertaking meaningful steps to avert a substantial and imminent threat to public health in the County, the County remains interested in engaging in line pass negotiations with UAPD.

Given that UAPD failed to respond to the County in a timely manner and consequently delayed the commencement of line pass negotiations by more than six (6) weeks, the County requests that UAPD provide assurance to the County that it will not engage in any work stoppage until at least six (6) weeks after the parties commence substantive line pass negotiations. This is a reasonable request consistent with what the County understands to be the parties' shared

David A. Rosenfeld

**Re: County Response to UAPD's December 6, 2023 Letter regarding Line Passes**

December 8, 2023

Page 2

commitment to ensuring that services essential to public health and safety continue to be provided during any potential work stoppage by County employees represented by UAPD.

Further, the County requests that UAPD provide the anticipated date and duration of any work stoppage, so that the County can undertake actions necessary to prepare for such an action, including entering into any agreements with third parties to provide essential services during any work stoppage. Again, this is a reasonable request consistent with what the County understands to be the parties' shared interest in protecting public health during a work stoppage.

As soon as possible, please provide your availability over the remainder of the calendar year to participate in line pass negotiations with the County. The County remains ready to engage in such negotiations with UAPD in order to prevent a substantial and imminent threat to public health as it has been since the County accepted your initial offer on October 20, 2023.

Sincerely,

LIEBERT CASSIDY WHITMORE

*/s/ Alexander Volberding*

Alexander Volberding

ACV:tl

## **ATTACHMENT 7**

December 12, 2023

VIA ELECTRONIC MAIL  
[avolberding@lcwlegal.com](mailto:avolberding@lcwlegal.com)

Alexander Volberding  
Liebert Cassidy Whitmore  
6033 W. Century Blvd., 5th Floor  
Los Angeles, CA 90045

Re: **Bargaining Units 324 and 325**

Dear Mr. Volberding:

Your letter of December 8, 2023 fails to address bargaining unit 325. The County refuses to bargain with the UAPD by refusing to allow any release time for members of the bargaining committee. There have been no meetings because of the County's refusal to bargain with UAPD over that bargaining unit. The County did, however, make a proposal to UAPD on December 5, 2023 which was a bargaining session scheduled for bargaining until 324. The proposal failed to address the principal issue which UAPD has presented to the County which is the demand that both bargaining unit 324 and 325 be allowed to participate in the MegaFlex program. The failure to bargain is an unfair labor practice.

With respect to bargaining unit 324, the County met with the Union prior to December 5, 2023. The County made six proposals, none of which was a substantive proposal. In each case, it was nothing more than the County responding to the Union's proposals. There was a six-week delay between the last session and the December 5, 2023 meeting. During the interim period, UAPD heard from various sources that the County would make a substantive proposal addressing the Union's principal demand of MegaFlex and 401k and D scale salary adjustment for its bargaining unit members. for its bargaining unit members. On December 5, 2023, the County fell far short of making a proposal which addressed this issue.

The County has also failed to respond to information requests that the UAPD has made. See email of November 9 addressed to Shelby Washington with follow up requests on November 17 and December 4.

It is true that we had sent a letter to the County's Executive on October 16, 2023 addressing the line pass issue. We took no action between then and more recently because we assumed wrongfully that the County would come forward with some proposal that would avoid what is now clearly necessary, that is a lawful strike to force the County to bargain in good faith.

UAPD intends to engage in a strike December 27th starting with the morning shift and ending Jan 1<sup>st</sup>, 2023 evening shift, County management needs to immediately propose what services it asserts are necessary to maintain at each location for both bargaining unit 324 and 325.

STEWART WEINBERG  
DAVID A. ROSENFELD  
WILLIAM A. SOKOL  
ANTONIO RUIZ  
MATTHEW J. GAUGER  
ASHLEY K. IKEDA  
LINDA BALDWIN JONES  
ALAN G. CROWLEY  
KRISTINA L. HILLMAN  
BRUCE A. HARLAND  
CAREN P. SENCER  
ANNE I. YEN  
JANNAH V. MANANSALA  
MANUEL A. BOIGUES  
KERIANNE R. STEELE  
GARY P. PROVENCHER  
EZEKIEL D. GARDER  
LISI R. SOTO  
JOLENE KRAMER  
CAITLIN E. GRAY  
TIFFANY L. CRAIN  
XOCHITL A. LOPEZ  
DAVID W.M. FUJIMOTO  
ANDREA C. MATSUOKA  
ALEXANDER S. NAZAROV  
SEAN W. McDONALD  
KATHARINE R. McDONAGH

WILLIAM T. HANLEY  
BISMA SHAHBAZ  
MATTHEW J. ERLE  
MAXIMILLIAN D. CASILLAS  
MICHAELA F. POSNER  
ALEXANDER M. MILNE  
ZACHARY D. ANGULO  
JOSEPH T. ADAMIAK  
HUGO GARCIA  
WINNIE VIEN  
AILYN GONZALEZ  
SARA J. ZOLLNER  
NOREY L. NAVARRO  
R. MAXWELL SINCLAIR  
MIRANDA MAMMEN  
ARDALAN "ARDY" RAGHIAN

OF COUNSEL

ROBERTA D. PERKINS  
ROBERT E. SZYKOWINY  
ANDREA K. DON  
LORI K. AQUINO

LABOR EDUCATOR

NINA FENDEL (Retired Attorney)

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

We are available now to review with the County any proposed line passes. We have established a committee familiar with the operations of the facilities. We are ready to bargain over any line pass proposals to meet the need to provide essential services. The failure to offer any dates and make any proposals demonstrates continued bad faith on the County's part. The County knows the work locations. Presumably the County knows the services it needs to provide. The County can easily identify what services it believes it needs to maintain and are essential for the line passes are needed to continue those essential and critical services.

In our December 6, 2023 letter to your office, we requested that the County provide us with a detailed proposal as to any line passes. This information is necessary to determine how many line passes and the circumstance of line passes in each facility. To date the County has not responded with any of that information. To reiterate the request should include the following:

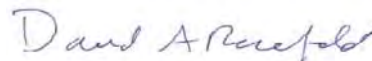
- Location by location the number of physicians and dentists that the County proposes to have work,
- The schedule for each physician or dentist
- The nature of the services to be provided
- Any backup plans in case a particular provider is unavailable.
- The names of the physicians and dentists whom you propose to work with.
- Copies of any agreements that the County has entered into with any third parties who may provide physicians or dentists who may provide services during the course of the strike
- A schedule of the proposed use of such third-party providers (also known as locum tenens) which would be used during the strike
- A copy of any strike preparation plan that the County has implemented or is considering.
- Any procedure the County intends to implement to reduce services during the course of any strike.
- The names of any managers or non-bargaining unit employees who will provide services, the nature of the services and the schedule of any services they will perform. Please also provide their qualifications including specialties and accreditations

The failure to provide the information needed for the line pass bargaining is itself an unfair labor practice. The failure to provide the information is a waiver of the County's right to seek relief before ERCOM or in court.

We have contacted Greg Lim who is a well-known mediator and former FMCS Commissioner. He is available to mediate between the parties between now and the strike deadline. He has done many public sector mediations successfully. We propose having a one-day session with him this week or next to see if the parties can resolve their differences.

We request an immediate response. Continued delay will not satisfy our members. The UAPD is willing to bargain at any time to reach an agreement. The County must bargain, however, in good faith.

Organize!



David A. Rosenfeld

DAR:dmt

opeiu 29 afl-cio(1)

1\1425196

## **ATTACHMENT 8**

December 13, 2023

**VIA EMAIL**

**drosenfeld@unioncounsel.net**

David A. Rosenfeld  
Weinberg Roger & Rosenfeld  
1375 55th Street  
Emeryville, CA 94608

**Re: *County Response to UAPD's December 12, 2023 Letter re: Notice of a Strike by UAPD and Line Pass Negotiations re: Bargaining Units 324 and 325***

Mr. Rosenfeld:

In response to your letter dated December 12, 2023, the County of Los Angeles ("County") responds as follows:

First, the County will respond separately to your comments and questions concerning the ongoing contractual negotiations between the County and the Union of American Physicians and Dentists ("UAPD") concerning Bargaining Units 324 and 325, including UAPD's proposal to engage the County in mediation.

Second, with respect to the line pass negotiations for which the County has retained my office, the County is prepared to meet with UAPD tomorrow, December 14, 2023 up to the December 27, 2023 strike date in order to identify essential UAPD-represented physicians who will need to work during the six (6) day strike in order to avoid a substantial and imminent threat to public health and safety. Consistent with UAPD's request to discuss essential services and staffing on a facility-by-facility basis, the County is prepared to discuss services and staffing at Los Angeles General Medical Center ("LA General") at any time on December 14, 2023.

Following the line pass negotiations between the County and UAPD concerning essential services and staffing at LA General, the County will schedule meetings concerning essential services and staffing at other facilities operated by the Department of Health Services ("DHS") and other County departments.

Third, with respect to the information that UAPD requested concerning the line pass negotiations and other strike preparation work undertaken by the County, the County will provide UAPD the requested information on a facility-by-facility basis on a rolling basis prior to each meeting between the County and UAPD concerning essential services and staffing at DHS facilities.

David A. Rosenfeld

**Re: *County Response to UAPD's December 12, 2023 Letter regarding a Strike by UAPD***

December 13, 2023

Page 2

As soon as possible, please advise of UAPD's availability to engage in line pass negotiations with the County concerning services and staffing at LA General on December 14, 2023.

Sincerely,

LIEBERT CASSIDY WHITMORE

*/s/ Alexander Volberding*

Alexander Volberding

ACV:tl



## **ATTACHMENT 9**

---

**From:** Patricia Castillo <pcastillo@uapd.com>  
**Sent:** Wednesday, November 1, 2023 2:56 PM  
**To:** Shelby Washington  
**Cc:** Christopher Ige; iadams; Gwendolyn Jones  
**Subject:** REVISED Information request BU 324 and 325

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**CAUTION:** External Email. Proceed Responsibly.

**RE: REQUEST FOR INFORMATION REGARDING UNIT 324 AND 325 NEGOTIATIONS**

Dear Shelby,

I am requesting the following information, if possible, prior to the next scheduled bargaining session November 7<sup>th</sup>, 2023

**Who:** All County employees in Bargaining Units 324 and 325, both represented and unrepresented

**What:** Payroll data (in Microsoft EXCEL) for the most recent pay that includes the following information:

Bargaining Unit  
Last Name  
First Name  
Title  
Title Description  
Department  
Appointment Date  
Continuous Service Date  
Base Salary  
MegaFlex/NonMegaFlex  
Choices  
A. Cafeteria Amount  
B. Total Contributed Benefits  
12.MegFlex Amount

In a separate list we are requesting the following:

- Classification
- Department
- Facility Name
- Ordinance positions

- Budgeted positions
- Filled positions

Thank you wishing you a beautiful day,

Patricia Castillo  
626-318-5925  
[pcastillo@uapd.com](mailto:pcastillo@uapd.com)  
[www.uapd.com](http://www.uapd.com)

## **ATTACHMENT 10**

---

**From:** Shelby Washington <SWashington@ceo.lacounty.gov>  
**Sent:** Monday, November 6, 2023 11:16 AM  
**To:** Patricia Castillo  
**Cc:** Christopher Ige; iadams; Tim Pescatello  
**Subject:** RE: REVISED Information request BU 324 and 325  
**Attachments:** UAPD Request 11.2023 - BU 324.xlsx; UAPD Request 11.2023 - BU 325.xlsx

Good Morning,

Please find attached the information requested for BUs 324 and 325.

*Thank you,*

*Shelby S. Washington*  
*PRINCIPAL ANALYST, CEO*  
*BENEFITS AND EMPLOYEE RELATIONS DIVISION*  
*Phone: 213-974-2480*  
*E-mail: [swashington@ceo.lacounty.gov](mailto:swashington@ceo.lacounty.gov)*  
*County MOUs: <https://ceo.lacounty.gov/employee-relations/>*



---

**From:** Patricia Castillo <pcastillo@uapd.com>  
**Sent:** Wednesday, November 1, 2023 02:56 PM  
**To:** Shelby Washington <SWashington@ceo.lacounty.gov>  
**Cc:** Christopher Ige <cige@uapd.com>; iadams <iadams@uapd.com>; Gwendolyn Jones <gwjones@dhs.lacounty.gov>  
**Subject:** REVISED Information request BU 324 and 325

**CAUTION:** External Email. Proceed Responsibly.

**RE: REQUEST FOR INFORMATION REGARDING UNIT 324 AND 325 NEGOTIATIONS**

Dear Shelby,

I am requesting the following information, if possible, prior to the next scheduled bargaining session November 7<sup>th</sup>, 2023

**Who:** All County employees in Bargaining Units 324 and 325, both represented and unrepresented

**What:** Payroll data (in Microsoft EXCEL) for the most recent pay that includes the following information:

Bargaining Unit

Last Name  
First Name  
Title  
Title Description  
Department  
Appointment Date  
Continuous Service Date  
Base Salary  
MegaFlex/NonMegaFlex  
Choices  
A. Cafeteria Amount  
B. Total Contributed Benefits  
12.MegFlex Amount

In a separate list we are requesting the following:

- Classification
- Department
- Facility Name
- Ordinanced positions
- Budgeted positions
- Filled positions

Thank you wishing you a beautiful day,

Patricia Castillo  
626-318-5925  
[pcastillo@uapd.com](mailto:pcastillo@uapd.com)  
[www.uapd.com](http://www.uapd.com)

## **ATTACHMENT 11**

---

**From:** Shelby Washington <SWashington@ceo.lacounty.gov>  
**Sent:** Wednesday, November 8, 2023 9:29 AM  
**To:** Patricia Castillo  
**Cc:** Christopher Ige; iadams; Tim Pescatello  
**Subject:** RE: REVISED Information request BU 324 and 325  
**Attachments:** BU 324 & 325 - BUDGETED AND ORDINANCE POSITION DISTRIBUTION.xlsx

Please see attached.

*Thank you,*

*Shelby S. Washington  
PRINCIPAL ANALYST, CEO  
BENEFITS AND EMPLOYEE RELATIONS DIVISION  
Phone: 213-974-2480  
E-mail: [swashington@ceo.lacounty.gov](mailto:swashington@ceo.lacounty.gov)  
County MOUs: <https://ceo.lacounty.gov/employee-relations/>*



---

**From:** Patricia Castillo <[pcastillo@uapd.com](mailto:pcastillo@uapd.com)>  
**Sent:** Tuesday, November 7, 2023 10:20 PM  
**To:** Shelby Washington <SWashington@ceo.lacounty.gov>  
**Cc:** Christopher Ige <[cige@uapd.com](mailto:cige@uapd.com)>; iadams <[iadams@uapd.com](mailto:iadams@uapd.com)>; Tim Pescatello <[TPescatello@ceo.lacounty.gov](mailto:TPescatello@ceo.lacounty.gov)>  
**Subject:** RE: REVISED Information request BU 324 and 325

**CAUTION:** External Email. Proceed Responsibly.

Hello, I am following up on the request below.

Please advise on the timeline.

Wishing you a beautiful day,

Patricia Castillo  
626-318-5925  
[pcastillo@uapd.com](mailto:pcastillo@uapd.com)  
[www.uapd.com](http://www.uapd.com)

---

**From:** Patricia Castillo <[pcastillo@uapd.com](mailto:pcastillo@uapd.com)>  
**Sent:** Monday, November 6, 2023 11:48 AM  
**To:** 'Shelby Washington' <[SWashington@ceo.lacounty.gov](mailto:SWashington@ceo.lacounty.gov)>



Cc: 'Christopher Ige' <[cige@uapd.com](mailto:cige@uapd.com)>; 'iadams' <[iadams@uapd.com](mailto:iadams@uapd.com)>; 'Tim Pescatello' <[TPescatello@ceo.lacounty.gov](mailto:TPescatello@ceo.lacounty.gov)>

**Subject:** RE: REVISED Information request BU 324 and 325

Thank you Shelby,

Will you be sending the vacancy list separately ?

Wishing you a beautiful day,

Patricia Castillo  
626-318-5925  
[pcastillo@uapd.com](mailto:pcastillo@uapd.com)  
[www.uapd.com](http://www.uapd.com)

---

**From:** Shelby Washington <[SWashington@ceo.lacounty.gov](mailto:SWashington@ceo.lacounty.gov)>  
**Sent:** Monday, November 6, 2023 11:16 AM  
**To:** Patricia Castillo <[pcastillo@uapd.com](mailto:pcastillo@uapd.com)>  
**Cc:** Christopher Ige <[cige@uapd.com](mailto:cige@uapd.com)>; iadams <[iadams@uapd.com](mailto:iadams@uapd.com)>; Tim Pescatello <[TPescatello@ceo.lacounty.gov](mailto:TPescatello@ceo.lacounty.gov)>  
**Subject:** RE: REVISED Information request BU 324 and 325

Good Morning,

Please find attached the information requested for BUs 324 and 325.

*Thank you,*

*Shelby S. Washington*  
*PRINCIPAL ANALYST, CEO*  
*BENEFITS AND EMPLOYEE RELATIONS DIVISION*  
*Phone: 213-974-2480*  
*E-mail: [swashington@ceo.lacounty.gov](mailto:swashington@ceo.lacounty.gov)*  
*County MOUs: <https://ceo.lacounty.gov/employee-relations/>*



---

**From:** Patricia Castillo <[pcastillo@uapd.com](mailto:pcastillo@uapd.com)>  
**Sent:** Wednesday, November 1, 2023 02:56 PM  
**To:** Shelby Washington <[SWashington@ceo.lacounty.gov](mailto:SWashington@ceo.lacounty.gov)>  
**Cc:** Christopher Ige <[cige@uapd.com](mailto:cige@uapd.com)>; iadams <[iadams@uapd.com](mailto:iadams@uapd.com)>; Gwendolyn Jones <[gwjones@dhs.lacounty.gov](mailto:gwjones@dhs.lacounty.gov)>  
**Subject:** REVISED Information request BU 324 and 325

**CAUTION:** External Email. Proceed Responsibly.

**RE: REQUEST FOR INFORMATION REGARDING UNIT 324 AND 325 NEGOTIATIONS**

Dear Shelby,

I am requesting the following information, if possible, prior to the next scheduled bargaining session November 7<sup>th</sup>, 2023

**Who:** All County employees in Bargaining Units 324 and 325, both represented and unrepresented

**What:** Payroll data (in Microsoft EXCEL) for the most recent pay that includes the following information:

Bargaining Unit

Last Name

First Name

Title

Title Description

Department

Appointment Date

Continuous Service Date

Base Salary

MegaFlex/NonMegaFlex

Choices

A. Cafeteria Amount

B. Total Contributed Benefits

12.MegFlex Amount

In a separate list we are requesting the following:

- Classification
- Department
- Facility Name
- Ordinanced positions
- Budgeted positions
- Filled positions

Thank you wishing you a beautiful day,

Patricia Castillo

626-318-5925

[pcastillo@uapd.com](mailto:pcastillo@uapd.com)

[www.uapd.com](http://www.uapd.com)

## **ATTACHMENT 12**

---

**From:** Patricia Castillo <pcastillo@uapd.com>  
**Sent:** Thursday, November 9, 2023 5:56 PM  
**To:** Shelby Washington; Tim Pescatello  
**Cc:** Christopher Ige; iadams  
**Subject:** Information REQUEST for BU 324 & 325

**CAUTION:** External Email. Proceed Responsibly.

Greetings Shelby,

UAPD is requesting the following information for both BU 325 and 324:

Excel spreadsheet with the following information for the most recently available payroll period:

- Bargaining Unit
- Classification
- Department
- Earnings (for the purpose of employer match)
- Horizons Employee Contribution
- Horizons Employer Contribution

Wishing you a beautiful day,

Patricia Castillo  
626-318-5925  
[pcastillo@uapd.com](mailto:pcastillo@uapd.com)  
[www.uapd.com](http://www.uapd.com)

## **ATTACHMENT 13**

---

**From:** Shelby Washington <SWashington@ceo.lacounty.gov>  
**Sent:** Friday, November 17, 2023 10:14 AM  
**To:** Patricia Castillo; Tim Pescatello  
**Cc:** Christopher Ige; iadams  
**Subject:** RE: Follow up -Information REQUEST for BU 324 & 325

Hi Patricia,

Consistent with County Code 6.10.070, we are checking to see if this is information that is readily available.

*Thank you,*

*Shelby S. Washington*  
*PRINCIPAL ANALYST, CEO*  
*BENEFITS AND EMPLOYEE RELATIONS DIVISION*  
*Phone: 213-974-2480*  
*E-mail: [swashington@ceo.lacounty.gov](mailto:swashington@ceo.lacounty.gov)*  
*County MOUs: <https://ceo.lacounty.gov/employee-relations/>*



---

**From:** Patricia Castillo <pcastillo@uapd.com>  
**Sent:** Friday, November 17, 2023 08:56 AM  
**To:** Shelby Washington <SWashington@ceo.lacounty.gov>; Tim Pescatello <TPescatello@ceo.lacounty.gov>  
**Cc:** Christopher Ige <cige@uapd.com>; iadams <iadams@uapd.com>  
**Subject:** Follow up -Information REQUEST for BU 324 & 325

**CAUTION:** External Email. Proceed Responsibly.

Patricia Castillo

On Wed, Nov 15, 2023 at 4:22 PM Patricia Castillo <[pcastillo@uapd.com](mailto:pcastillo@uapd.com)> wrote:

Hello,  
Following up on the request below.

Patricia Castillo

On Thu, Nov 9, 2023 at 5:55 PM Patricia Castillo <[pcastillo@uapd.com](mailto:pcastillo@uapd.com)> wrote:

Greetings Shelby,

UAPD is requesting the following information for both BU 325 and 324:

Excel spreadsheet with the following information for the most recently available payroll period:

- Bargaining Unit
- Classification
- Department
- Earnings (for the purpose of employer match)
- Horizons Employee Contribution
- Horizons Employer Contribution

Wishing you a beautiful day,

Patricia Castillo

626-318-5925

[pcastillo@uapd.com](mailto:pcastillo@uapd.com)

[www.uapd.com](http://www.uapd.com)

**ATTACHMENT 14**



---

**From:** Patricia Castillo <pcastillo@uapd.com>  
**Sent:** Monday, November 20, 2023 9:58 AM  
**To:** Shelby Washington  
**Cc:** Christopher Ige; iadams  
**Subject:** INFORMATION REQUEST VACANCY REPORT for BU 324 and 325  
**Attachments:** Vacancy Report for BU 324.xls

**CAUTION:** External Email. Proceed Responsibly.

Greetings Shelby,

The previous request was not very useful because it did not have total filled vs vacant apologies in advance if I was not clear.

Attached is the type of report we received from DHS on a previous request perhaps it will be helpful for the person that runs the report to see the attached.

Thank you in advance for your help.

Wishing you a beautiful day,

Patricia Castillo  
626-318-5925  
[pcastillo@uapd.com](mailto:pcastillo@uapd.com)  
[www.uapd.com](http://www.uapd.com)

## **ATTACHMENT 15**

---

**From:** Shelby Washington <SWashington@ceo.lacounty.gov>  
**Sent:** Wednesday, December 13, 2023 3:39 PM  
**To:** Patricia Castillo  
**Cc:** Christopher Ige; Tim Pescatello  
**Subject:** RE: INFORMATION REQUEST VACANCY REPORT for BU 324 and 325  
**Attachments:** Fwd: Follow up -Information REQUEST for BU 324 & 325; UAPD data request for horizons 12.13.23.xlsx

Good Afternoon,

My apologies for the confusion and delay. Please note employees with blanks under cafeteria description are either part-time/temp or may be full time employees who have not yet enrolled in benefits.

*Thank you,*

*Shelby S. Washington*  
*PRINCIPAL ANALYST, CEO*  
*BENEFITS AND EMPLOYEE RELATIONS DIVISION*  
*Phone: 213-974-2480*  
*E-mail: [swashington@ceo.lacounty.gov](mailto:swashington@ceo.lacounty.gov)*  
*County MOUs: <https://ceo.lacounty.gov/employee-relations/>*



---

**From:** Patricia Castillo <pcastillo@uapd.com>  
**Sent:** Wednesday, December 13, 2023 09:07 AM  
**To:** Shelby Washington <SWashington@ceo.lacounty.gov>  
**Cc:** Christopher Ige <cige@uapd.com>; Tim Pescatello <TPescatello@ceo.lacounty.gov>  
**Subject:** Re: INFORMATION REQUEST VACANCY REPORT for BU 324 and 325

**CAUTION:** External Email. Proceed Responsibly.

Thank you Shelby .

Will you also be sending the second information request ?

Patricia Castillo

On Wed, Dec 13, 2023 at 7:42 AM Shelby Washington <[SWashington@ceo.lacounty.gov](mailto:SWashington@ceo.lacounty.gov)> wrote:

Hi Patricia,

Please find attached the vacancy report with the structure as requested with the information our team has readily available.

Please let us know if your team needs anything else.

Get [Outlook for iOS](#)

---

**From:** Shelby Washington <[SWashington@ceo.lacounty.gov](mailto:SWashington@ceo.lacounty.gov)>  
**Sent:** Monday, November 20, 2023 11:51 AM  
**To:** Marco Morejon <[mmorejon@ceo.lacounty.gov](mailto:mmorejon@ceo.lacounty.gov)>  
**Cc:** Napoleon Valera <[nvalera@ceo.lacounty.gov](mailto:nvalera@ceo.lacounty.gov)>; Scott Orr <[sorr@ceo.lacounty.gov](mailto:sorr@ceo.lacounty.gov)>; Tim Pescatello <[TPescatello@ceo.lacounty.gov](mailto:TPescatello@ceo.lacounty.gov)>  
**Subject:** RE: INFORMATION REQUEST VACANCY REPORT for BU 324 and 325

Thanks Marco,

Much appreciated.

*Thank you,*

*Shelby S. Washington  
PRINCIPAL ANALYST, CEO  
BENEFITS AND EMPLOYEE RELATIONS DIVISION  
Phone: 213-974-2480  
E-mail: [swashington@ceo.lacounty.gov](mailto:swashington@ceo.lacounty.gov)  
County MOUs: <https://ceo.lacounty.gov/employee-relations/>*



**Chief  
Executive  
Office.**

---

**From:** Marco Morejon <[mmorejon@ceo.lacounty.gov](mailto:mmorejon@ceo.lacounty.gov)>  
**Sent:** Monday, November 20, 2023 11:44 AM  
**To:** Shelby Washington <[SWashington@ceo.lacounty.gov](mailto:SWashington@ceo.lacounty.gov)>  
**Cc:** Napoleon Valera <[nvalera@ceo.lacounty.gov](mailto:nvalera@ceo.lacounty.gov)>; Scott Orr <[sorr@ceo.lacounty.gov](mailto:sorr@ceo.lacounty.gov)>; Tim Pescatello <[TPescatello@ceo.lacounty.gov](mailto:TPescatello@ceo.lacounty.gov)>  
**Subject:** RE: INFORMATION REQUEST VACANCY REPORT for BU 324 and 325

Thanks Shelby. I'll do my best to get it to you as soon as possible.

Marco Morejon



# Chief Executive Office.

---

**From:** Shelby Washington <[SWashington@ceo.lacounty.gov](mailto:SWashington@ceo.lacounty.gov)>  
**Sent:** Monday, November 20, 2023 11:42 AM  
**To:** Marco Morejon <[mmorejon@ceo.lacounty.gov](mailto:mmorejon@ceo.lacounty.gov)>  
**Cc:** Napoleon Valera <[nvalera@ceo.lacounty.gov](mailto:nvalera@ceo.lacounty.gov)>; Scott Orr <[sorr@ceo.lacounty.gov](mailto:sorr@ceo.lacounty.gov)>; Tim Pescatello <[TPescatello@ceo.lacounty.gov](mailto:TPescatello@ceo.lacounty.gov)>  
**Subject:** RE: INFORMATION REQUEST VACANCY REPORT for BU 324 and 325

Hey Marco,

Thanks so much. We are still bargaining so the sooner the better, but I also understand this is a holiday week. Do what you can, as I have advised the Union that given the timing of the request it may take some time for us to provide responsive documents.

*Thank you,*

*Shelby S. Washington  
PRINCIPAL ANALYST, CEO  
BENEFITS AND EMPLOYEE RELATIONS DIVISION  
Phone: 213-974-2480  
E-mail: [swashington@ceo.lacounty.gov](mailto:swashington@ceo.lacounty.gov)  
County MOUs: <https://ceo.lacounty.gov/employee-relations/>*



# Chief Executive Office.

---

**From:** Marco Morejon <[mmorejon@ceo.lacounty.gov](mailto:mmorejon@ceo.lacounty.gov)>  
**Sent:** Monday, November 20, 2023 10:58 AM  
**To:** Shelby Washington <[SWashington@ceo.lacounty.gov](mailto:SWashington@ceo.lacounty.gov)>  
**Cc:** Napoleon Valera <[nvalera@ceo.lacounty.gov](mailto:nvalera@ceo.lacounty.gov)>; Scott Orr <[sorr@ceo.lacounty.gov](mailto:sorr@ceo.lacounty.gov)>; Tim Pescatello

<TPescatello@ceo.lacounty.gov>

**Subject:** RE: INFORMATION REQUEST VACANCY REPORT for BU 324 and 325

Hey Shelby,

I should be able to. How soon do you need it?

Marco Morejon

COUNTYWIDE LABOR AND COMPENSATION SERVICES BRANCH

213-893-1010

[MMOREJON@CEO.LACOUNTY.GOV](mailto:MMOREJON@CEO.LACOUNTY.GOV)



---

**From:** Shelby Washington <[SWashington@ceo.lacounty.gov](mailto:SWashington@ceo.lacounty.gov)>

**Sent:** Monday, November 20, 2023 10:20 AM

**To:** Marco Morejon <[mmorejon@ceo.lacounty.gov](mailto:mmorejon@ceo.lacounty.gov)>

**Cc:** Napoleon Valera <[nvalera@ceo.lacounty.gov](mailto:nvalera@ceo.lacounty.gov)>; Scott Orr <[sorr@ceo.lacounty.gov](mailto:sorr@ceo.lacounty.gov)>; Tim Pescatello <[TPescatello@ceo.lacounty.gov](mailto:TPescatello@ceo.lacounty.gov)>

**Subject:** FW: INFORMATION REQUEST VACANCY REPORT for BU 324 and 325

Hi Marco,

Hate to keep bugging you with these requests, but can you create something similar to the attached for BU 324 and BU 325.

*Thank you,*

*Shelby S. Washington*

*PRINCIPAL ANALYST, CEO*

*BENEFITS AND EMPLOYEE RELATIONS DIVISION*

*Phone: 213-974-2480*

*E-mail: [swashington@ceo.lacounty.gov](mailto:swashington@ceo.lacounty.gov)*

*County MOUs: <https://ceo.lacounty.gov/employee-relations/>*



# Chief Executive Office.

**From:** Patricia Castillo <[pcastillo@uapd.com](mailto:pcastillo@uapd.com)>  
**Sent:** Monday, November 20, 2023 09:58 AM  
**To:** Shelby Washington <[SWashington@ceo.lacounty.gov](mailto:SWashington@ceo.lacounty.gov)>  
**Cc:** Christopher Ige <[cige@uapd.com](mailto:cige@uapd.com)>; iadams <[iadams@uapd.com](mailto:iadams@uapd.com)>  
**Subject:** INFORMATION REQUEST VACANCY REPORT for BU 324 and 325

**CAUTION:** External Email. Proceed Responsibly.

Greetings Shelby,

The previous request was not very useful because it did not have total filled vs vacant apologies in advance if I was not clear.

Attached is the type of report we received from DHS on a previous request perhaps it will be helpful for the person that runs the report to see the attached.

Thank you in advance for your help.

Wishing you a beautiful day,

Patricia Castillo  
626-318-5925  
[pcastillo@uapd.com](mailto:pcastillo@uapd.com)  
[www.uapd.com](http://www.uapd.com)

**ATTACHMENT 16**



---

**From:** Shelby Washington <SWashington@ceo.lacounty.gov>  
**Sent:** Tuesday, December 5, 2023 11:45 AM  
**To:** Patricia Castillo; Christopher Ige; iadams  
**Cc:** Tim Pescatello; Greg Kandaharian; Hal Yee; Elizabeth Jacobi; Catherine Mathers; Gwendolyn Jones; Susan Moomjean  
**Subject:** County Management Proposals Tuesday, December 5, 2023  
**Attachments:** BOS memo 11.23\_CM Response\_12\_05\_23 (002).pdf; CMP#6\_BU324\_12\_05\_23\_AM SESSION.pdf; CMP#\_6\_BU 324\_ARTICLE 8\_BENEFITS\_AM SESSION\_12\_05\_23.pdf; UAPD Proposal 1 12523.pdf; CMP#\_6\_BU 324\_ARTICLE 35 Physician Registry\_12\_05\_23\_AM Session.pdf; CMP#\_6\_BU 324\_ARTICLE 39 DHS PROVIDER SERVICE IMPROVEMENT PROJECTS\_12\_05\_23\_AM Session.pdf; CMP#6\_ARTICLE 9\_SPECIAL PAY PRACTICES\_12\_05\_23\_AM\_Session (002).pdf; CMP#2\_BU325\_12\_05\_07\_2023.pdf

Good Morning Patricia,

Consistent with our conversation please find attached our packaged Proposal County Management presented during this mornings bargaining session at approximately 10:50 this morning.

We look forward to receiving your written response whenever your team is ready

*Thank you,*

*Shelby S. Washington*  
*PRINCIPAL ANALYST, CEO*  
*BENEFITS AND EMPLOYEE RELATIONS DIVISION*  
*Phone: 213-974-2480*  
*E-mail: [swashington@ceo.lacounty.gov](mailto:swashington@ceo.lacounty.gov)*  
*County MOUs: <https://ceo.lacounty.gov/employee-relations/>*

