

CITY OF LOS ANGELES EMPLOYEE RELATIONS BOARD 200 N. MAIN ST., SUITE 1100 LOS ANGELES, CALIFORNIA 90012 (213) 473-9700 http://erb.lacity.org	UNFAIR EMPLOYEE RELATIONS PRACTICE CLAIM AGAINST MANAGEMENT Original Claim <input checked="" type="checkbox"/> Amended Claim <input type="checkbox"/> (Check one)
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1. *Who May File:* Pursuant to §4.860 C of the Employee Relations Ordinance, a claim of unfair employee relations practice may be filed by “an employee representative, an individual or a group of employees, or by a management representative.” 2. *How to File:* Within 90 days after the occurrence of the alleged unfair employee relations practice, file a typewritten or printed original and eight copies of the claim with the Employee Relations Board and simultaneously serve one copy of the claim directly on the party or parties against whom the claim is directed. The claim must also be accompanied by a completed proof of service form. You may file the claim in person or by U.S. Mail; you may not file a claim by email or fax. Refer to Board Rule 8 for additional requirements and procedures.

3. Name of Claimant: International Brotherhood of Electrical Workers, Local 18	4. Claimant’s Address: 4189 W. 2nd Street Los Angeles CA 90004
5. Claimant’s Telephone Number: (213) 397-8274	
6. Claimant’s Representative (e.g., attorney): D. William Heine	7. Claimant’s Representative’s Address: Schwartz, Steinsapir, Dohrmann & Sommers LLP 6300 Wilshire Boulevard, Suite 2000 Los Angeles, California 90048
8. Claimant’s Representative’s Telephone Number: (323) 655-4700	
9. Name of Employer Charged: City of Los Angeles and Department of Water and Power (DWP)	10. Address of Employer Charged: City of Los Angeles 200 N Spring Street Los Angeles, CA 90012
11. Telephone Number of Employer Charged: City of L.A.: (213) 473-3231 DWP: (213) 367-4211	DWP 111 N. Hope Street Los Angeles CA 90012

12. Sections of the Employee Relations Ordinance allegedly violated (check all boxes that apply):
 §4.860 A, 1 , 2 , and/or 3 .

13. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, if known, the date and place of each instance of respondent’s relevant conduct and the name and capacity of each person involved on behalf of the parties. This must be a statement of the facts that support your claim and *not just conclusions of law*. A statement of the remedy sought should also be provided (attach additional sheets, if needed):

 See additional sheets at Attachment A

14. Has a grievance been filed over this matter? Yes No If yes, attach a copy to this claim.

15. I declare that I have read this charge and that the statements herein are true and factual to the best of my knowledge and belief.	DO NOT WRITE IN THIS BLOCK CLAIM NUMBER:
By: <u>D. William Heine</u> Attorney (Printed Name of Claimant’s Representative) (Title)	DATE FILED:
<u>D. William Heine</u> 9/8/21 (Signature) (Date)	

Attachment A to Unfair Employee Relations Practice Claim

1. Claimant International Brotherhood of Electrical Workers, Local 18 (“IBEW Local 18”) is the exclusive representative of employees of Respondent City of Los Angeles Department of Water and Power (“DWP”), representing approximately 10,000 employees in ten bargaining units.
2. IBEW Local 18 and the DWP are parties to a Memorandum of Understanding for each bargaining unit the term of October 1, 2017 to September 30, 2022.
3. On August 18, 2021, the Los Angeles City Council approved Ordinance No. 187134 (“Vaccination Ordinance”), to become effective August 25, 2021.
4. The Vaccination Ordinance imposes a “COVID-19 Vaccination Requirement for All Current and Future City Employees,” including the employees of the DWP represented by IBEW Local 18.
5. The Vaccination Ordinance requires all employees to, by no later than October 19, 2021, (1) become fully vaccinated for COVID-19 or (2) request an exemption from the Vaccination Ordinance and report their vaccination status for COVID-19 to the Respondents.
6. As of October 20, 2021, the requirements of the Vaccination Ordinance become “conditions of City employment.”
7. Respondents provided no advance written notice to IBEW Local 18 of their decision to implement the Vaccination Ordinance.
8. The Vaccination Ordinance changes the terms and conditions of employment of employees represented by IBEW Local 18. In addition to requiring all employees to become fully vaccinated, the Vaccination Ordinance changes terms and conditions of employment of the employees represented by Local 18, including but not limited to by:
 - a. creating exemptions for employees who claim that a “medical condition” or a “sincerely held religious belief” prevents them from becoming fully vaccinated and requiring employees who qualify for such an exemption to submit to weekly COVID-19 testing;
 - b. requiring employees who are unvaccinated, partially vaccinated, or have not reported their vaccination status to wear masks and adhere to physical distancing protocols while present at any of Respondents worksites or facilities, or when interacting with members of the public, except when compliance would be physically hazardous to do so due to the type of work performed;
 - c. requiring employees to complete an on-line vaccination training course; and

d. denying employees their rights to promotions and transfers if they are unvaccinated or partially vaccinated or have not reported their vaccination status to the employer.

9. The changes recited in paragraph 8 are within the scope of meeting and conferring under the Employee Relations Ordinance and therefore Respondents were obligated to meet-and-confer in good faith with IBEW Local 18 over Respondents' decision to implement the Vaccination Ordinance, and over the effects of that decision, before the Vaccination Ordinance became effective.

10. The Respondents implementation of the Vaccination Ordinance on August 25, 2021, without having provided sufficient notice to Local 18 to allow for meeting and conferring before the Ordinance was implemented, was a unilateral change in terms and conditions of employment, a *per se* Unfair Employee Relations Practice.

11. The City's unilateral implementation of the Vaccination Ordinance violated the Employee Relations Ordinance, sections 4.860A (1) and (2).

12. To remedy the violation, IBEW Local 18 requests that ERB order the Respondents to invalidate the Vaccination Ordinance and meet and confer in good faith with IBEW Local 18 until the parties reach impasse or a written agreement and to make whole any employees who have suffered harm or loss as a result of Respondents' unilateral implementation of the Vaccination Ordinance.

1 **PROOF OF SERVICE**

2 **IBEW, L.18**
3 **and**
4 **CITY OF L.A./DWP**
5 **UERP # Unassigned**

6 ROSA RANDOLPH certifies as follows:

7 I am employed in the County of Los Angeles, State of California; I am over the age of
8 eighteen years and am not a party to this action; my business address is 6300 Wilshire
9 Boulevard, Suite 2000, Los Angeles, California 90048-5268. My electronic notification address
10 is rosar@ssdslaw.com

11 On September 8,2021, I caused the foregoing document(s) described as **UNFAIR**
12 **EMPLOYEE RELATIONS PRACTICE CLAIM AGAINST MANAGEMENT** to be served
13 upon the person(s) shown below:

14 **VIA U.S. MAIL**

15 Office of the City Clerk
16 200 North Spring Street, Room 360
17 Los Angeles, California 90012

Martin L. Adams
Department of Water & Power
111 N. Hope Street
Los Angeles, California 90012
Email: martin.adams@ladwp.com

18 **X BY E-MAIL:** By transmitting a copy of the above-described document(s) via e-mail to
19 the individual(s) set forth above at the e-mail address(es) indicated.

20 **X BY PLACING FOR COLLECTION AND MAILING:** By placing the document(s) for
21 collection and mailing on that same date following the ordinary business practices of
22 Schwartz, Steinsapir, Dohrmann & Sommers LLP, at its place of business, located at
23 6300 Wilshire Boulevard, Suite 2000, Los Angeles, California 90048-5268. I am readily
24 familiar with the business practices of Schwartz, Steinsapir, Dohrmann & Sommers LLP
25 for collection and processing of correspondence for mailing with the United States Postal
26 Service. Pursuant to said practices the envelope(s) would be deposited with the United
27 States Postal Service that same day, with postage thereon fully prepaid, at Los Angeles,
28 California, in the ordinary course of business. I am aware that on motion of the party
served, service is presumed invalid if the postal cancellation date or postage meter date
on the envelope is more than one day after the date of deposit for mailing in the affidavit.
(C.C.P. §1013a(3))

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

Executed on September 8, 2021, at Inglewood, California.

Rosa Randolph

ROSA RANDOLPH