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RECEIVED  
EMPLOYEE RELATIONS BOARD

9 CITY OF LOS ANGELES  
10 BEFORE THE LOS ANGELES CITY EMPLOYEE RELATIONS BOARD

11 ENGINEERS AND ARCHITECTS  
12 ASSOCIATION,

13 Claimant,

14 v.

15 SERVICE EMPLOYEES INTERNATIONAL  
16 UNION, LOCAL 721,

17 Respondent.

) UERP Case No.: 1726

) **RESPONSE OF SEIU LOCAL 721 OF  
CLAIMANT'S UNFAIR PRACTICE  
CLAIM**

18 Pursuant to Rule 8 of the L.A. City ERB, Respondent, SEIU Local 721 ("SEIU") hereby  
19 responds to the claim filed on or about November 10, 2008 by Engineers and Architects  
20 Association ("EAA"):

21 1. SEIU admits that there was a Board Order issued in connection with ERB Decision  
22 No. U-170 and that in the remedial section of the Order certain affirmative remedies were directed  
23 to SEIU Local 347. Except as so admitted, the Respondent denies each and every, all and singular,  
24 the remaining allegations concerning the Decision U-170.

25 2. SEIU lacks sufficient information to form a belief as to the truth or falsity of the  
26 claim that a letter was written by counsel for EAA on or about October 21, 2008, and on that basis  
27 denies the same. For the same reason, and on the same grounds, the SEIU denies each and every,  
28 all and singular, the allegations regarding the receipt by counsel for EAA of various letters

1 purportedly written by City Attorney Cecil Marr.

2 3. By way of response to the contents of a letter from Robert F. Hunt, then attorney for  
3 SEIU Local 347, SEIU admits that the complaint accurately cites certain language in the Hunt  
4 letter, and except as so admitted, denies each and every, all and singular, the remaining allegations  
5 of said complaint as it relates to the Hunt letter.

6 4. SEIU admits that former SEIU Local 347 was merged into SEIU, and except as so  
7 admitted, denies each and every, all and singular, the remaining allegations of the claim.

8 5. SEIU denies each and every, all and singular, the allegations of alleged discovery  
9 by EAA within the last 90 days of any alleged violation by either SEIU Local 347 or SEIU Local  
10 721. SEIU specifically denies each and every, all and singular, the allegations of said claim insofar  
11 it alleges that charging party unlawfully obtained a listing of home addresses of EAA represented  
12 employees. SEIU specifically denies each and every, all and singular, each and every allegation  
13 that the SEIU instructed "its employees and agents to conceal and otherwise not reveal to  
14 represented employees how the addresses were obtained."

15 6. The SEIU denies each and every, all and singular, the allegations of the paragraph  
16 associated with "Board Decision No. U-170," alleging that Decision U-170 speaks for itself. The  
17 SEIU specifically denies each and every, all and singular, that it has misrepresented any fact to the  
18 City, that it has retained any information that it was not lawfully authorized to retain, and that it has  
19 interfered with and restrained employees in the exercise of any rights granted by the ERO. SEIU  
20 specifically denies each and every, all and singular, the allegations of said paragraph which claim  
21 that EAA has been "deprived of its rights." As a matter of fact, as the incumbent organization the  
22 EAA has not only statutory, charter-based, and rule-based rights, but it has also negotiated (either  
23 adequately or inadequately) other rights of access which create "more than a level playing field."  
24 If and to the extent it has lost support among its represented employees it is due to its incompetent  
25 representation of said employees, and not because of anything done or not done by the SEIU.

26 7. The SEIU denies each and every, all and singular, the allegations referring to the  
27 "taint to the election process."

28 8. The SEIU denies each and every, all and singular, the claimed remedies on the

1 ground that the charge fails to set forth a claim upon which relief can be granted, fails to set forth  
2 facts sufficient to constitute a violation of the ERO, and fails to have a basis in law or fact.

3 **I. AFFIRMATIVE DEFENSES**

4 1. As and for a first affirmative defense, the claim and its various subparts,  
5 subparagraphs, and subcomponents, fails to state a claim against the SEIU for violation of the  
6 Employee Relations Ordinance in any respect.

7 2. Contrary to the allegations of the claim, Local 721 is not in possession of, and has  
8 not utilized any "unlawfully produced home address" list of EAA-represented employees.  
9 Moreover, contrary to the allegations of the charge, the SEIU has not instructed its employees and  
10 agents to "conceal and otherwise not reveal to represented employees" how the [home] addresses  
11 were obtained, because it has no unlawfully produced home address list. As an affirmative matter,  
12 SEIU alleges that it purchased, and paid for, a California Public Records Act request for a list of  
13 bargaining unit employees in the contested units from the City of Los Angeles. That list, as  
14 produced to the SEIU contains no home addresses. See the attached Declarations of SEIU General  
15 Counsel, Robert F. Hunt and Organizing Coordinator, Grant Lindsey.

16 3. As and for a third affirmative defense, the claim and its subparts, subparagraphs,  
17 and subcomponents fails to set forth facts substantiating a claim for relief against the SEIU.

18 4. As and for a fourth affirmative defense, the claim and each of its paragraphs,  
19 subparagraphs, and subcomponents fails to set forth a claim for violation of the Employee  
20 Relations Ordinance on the ground that it is based on hearsay, lacks foundation, and is inadequate  
21 as a pleading under the Rules of the L.A. City ERB.

22 5. As and for a fifth affirmative defense, the claim and each of its paragraphs,  
23 subparagraphs, and subcomponents fails to set forth a claim for relief under the ERO, and is a bad  
24 faith submission designed to interfere with, restrain, and restrict employees in EAA represented  
25 units from exercising their statutory and ordinance-based rights to elect a representative of their  
26 own choosing in connection with their employee relations with the City of Los Angeles.

27 ///



**PROOF OF SERVICE**  
(CCP § 1013)

I am a citizen of the United States and an employee in the County of Alameda, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1001 Marina Village Parkway, Suite 200, Alameda, California 94501-1091. On December 4, 2008, I served upon the following parties in this action:

Adam N. Stern, Esq.  
Levy, Stern & Ford  
3660 Wilshire Blvd., Suite 600  
Los Angeles, CA 90012

copies of the document(s) described as:

**RESPONDENT SEIU LOCAL 721'S RESPONSE TO CLAIMANT'S  
UNFAIR PRACTICE CLAIM**

- BY MAIL** I placed a true copy of each document listed herein in a sealed envelope, addressed as indicated herein, and caused each such envelope, with postage thereon fully prepaid, to be placed in the United States mail at Alameda, California. I am readily familiar with the practice of Weinberg, Roger & Rosenfeld for collection and processing of correspondence for mailing, said practice being that in the ordinary course of business, mail is deposited in the United States Postal Service the same day as it is placed for collection.
- BY PERSONAL SERVICE** I placed a true copy of each document listed herein in a sealed envelope, addressed as indicated herein, and caused the same to be delivered by hand to the offices of each addressee.
- BY OVERNIGHT DELIVERY SERVICE** I placed a true copy of each document listed herein in a sealed envelope, addressed as indicated herein, and placed the same for collection by Overnight Delivery Service by following the ordinary business practices of Weinberg, Roger & Rosenfeld, Alameda, California. I am readily familiar with the practice of Weinberg, Roger & Rosenfeld for collection and processing of Overnight Delivery Service correspondence, said practice being that in the ordinary course of business, Overnight Delivery Service correspondence is deposited at the Overnight Delivery Service offices for next day delivery the same day as Overnight Delivery Service correspondence is placed for collection.

I certify under penalty of perjury that the above is true and correct. Executed at Alameda, California, on December 4, 2008.

  
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Mary Piro