

Unionization Q & A

Some DDAs have expressed confusion, concerns over the recent request for dues deduction and amendment to our bylaws. There has also been much misinformation spread concerning the ADDAs progress and requests. We are aware that many mass e-mails were forwarded on Lotus Notes concerning the ADDA, and we regret that the authors did not speak to any ADDA Directors about their concerns so they could be resolved. We are hopeful this Q & A will address many of your concerns, and questions.

Why are dues \$55.00 and \$75.00 per month, when membership was \$30 per year?

The dues were previously set when the ADDA was primarily an informal social organization. Now that we have grown into a full collective bargaining unit, our costs are anticipated to be significantly higher. According to representatives from the Orange County Deputy District Attorneys Association, generally while they are bargaining costs range from \$15,000 to \$20,000 per month! Professional negotiators, expert labor attorneys, research firms, *etc.* are costly. We promised that we would not have ADDA officers and directors, with little bargaining experience, negotiating on our behalf. Our goal was to hire professional experience negotiators who have a proven track record in successful negotiations with the County. The ADDA has hired the attorneys who negotiated for Ventura County DA's, represented the public employees in the *Ventura decision* that increased our pensions in LACERA, and represented several other groups of public employees, including Santa Monica Police Department (which is among the highest paid police agencies in the County).

As one DDA has told us, "I would gladly pay \$75 per month as a retainer to a team of experienced attorneys and negotiators who will work to obtain a higher salary and greater benefits for me."

Are there other expenses other than collective bargaining that we must consider?

Yes. In addition to collective bargaining, the ADDA has a fiduciary duty to its members and, as such, has a responsibility to establish reserves to cover expenses for various things including possible legal action to enforce our rights. For example, this was necessary when the County's Physicians & Dentists filed suit, and pursued their right to the California Court of Appeal after victory in the Superior Court to maintain their 401(k) and 457 matches. They won over \$10 million dollars!!! It's not much of a deterrent if the County knows there are no funds to protect members' rights and the ADDA has to beg members for money before consulting a lawyer.

I don't want to pay dues if my colleagues are not going to pay.

The ADDA is pursuing Agency Shop status so that all DDAs must pay their fair share for collective bargaining, even if they do not join the ADDA. We share the view that it is unfair for our members to pay for the benefits that are shared with those who refuse to contribute. After we achieve Agency Shop, the Board of Directors is reviewing a mechanism to credit or off-set dues paid prior to Agency Shop status for those DDAs who sign up prior to implementation of Agency Shop. This mechanism must be reviewed by our legal counsel prior to implementation. Our advisers have informed us that only dues paying members are entitled to vote on a contract. Those who are not voluntary members, but making payment to the ADDA under a fair share mandated by Agency Shop will not be permitted the benefits of

membership. This is not something unique to the ADDA, but we have been informed by our consultants that such action is the practice and policy for unions.

Are we paying more than other union members?

No. A few months ago, the ADDA sent an e-survey to those DDAs who had their personal e-mails on file with us. Regrettably, the County has repeatedly denied our requests to communicate with you via Lotus Notes, even if the e-mail is sent from an outside private e-mail service. Based on the survey responses, we evaluated what those DDAs who responded to the survey would consider to be a fair price. The range typically was from \$50.00 per month to, "whatever it takes." We looked to other County unions. ALADS charges deputy sheriffs approximately \$86.50 per month (about \$31.50 - \$11.50 per month more than than ADDA). Our dues rates range from approximately 0.45% to 0.55% of top step Grade IV salary. In comparison, SEIU charges upto 1.5% of salary and many AFSCME affiliates (such as County Probation) charge upto 1% of salary per month. Again, given our anticipated needs, we set our dues significantly lower than these large County unions.

Why are the bylaws being amended?

As we grow from the informal social organization to a formal collective bargaining unit, we simply have outgrown our old bylaws. The structure, oversight, committees, and more are simply not compatible with being a professional labor organization. In drafting our amended bylaws, we looked at the bylaws from many other DDA labor organizations throughout California, as well as consulted with our chief negotiators. All ADDA Directors had an opportunity to provide input into the drafting, and this included Grade III trial deputies to Grade IV Assistant Head Deputies. The old bylaws prohibited from increasing dues more than \$5.00 per year, this clearly would not permit us to hire the level of expertise to negotiate with the professional negotiators from the County. Prior to sending this to all DDAs, your Board of Directors further discussed the bylaws and it was approved or distribution to our members.

We don't seem to know what's going on. Why?

The ADDA is a volunteer organization. Your Board of Directors are doing the best they can to manage work, trials, kids and other family obligations, as well as trying to review contracts from other counties, taking personal time off to meet with our negotiators and our members. The Labor Committee has been meeting nearly every Tuesday for 4-5 hours a night preparing for upcoming negotiations. While we've hired experts to help us, we do not want to pay \$100 to \$300 an hour to have our experts do the leg work. Regrettably, we have not been able to communicate with our members as much as we would like. This is changing! Our website, LA-ADDA.com has current e-newsletters posted, as well as a collective bargaining PowerPoint presentation which took many volunteer hours to assemble. Unfortunately, we've found that many DDAs have not taken the time to review the CD-Rom that was personally distributed to them, or made available on the website. Some have criticized that they did not want a CD-Rom, they preferred a brochure instead. Unfortunately, as DDAs who volunteer our time, we are not able to accommodate each DDAs request to the information in a different medium.

In addition, although those who criticize our efforts have taken advantage of the use of Lotus Note to send mass internal e-mails, the District Attorney's Office has expressly forbidden the ADDA from the use of Lotus Notes, and has previously disciplined some ADDA Directors for such action. We have transitioned to the use of personal e-mail. If you have not been receiving information, please provide the ADDA with your information. This can be provided to LA-ADDA@hotmail.com.

Why didn't you simply hold office meetings or after hours meetings?

We recently held an after hours meeting, in which two lawyers we were considering retaining attended to educate our members, and answer any questions that they may have concerning the ADDA and collective bargaining. The meeting was advertised via personal e-mails, and fliers; however only 20 DDAs attended, and it was not the most effective use of these attorneys time.

In addition, our multiple requests to the County for permission to conduct lunch time informational meetings at Central and Branch & Area offices has repeatedly been denied pending further collective bargaining.

I've heard that the new bylaws will freeze the current ADDA Board for three years.

Not true. The proposed amended bylaws simply moves the election cycle from an annual election to one in which the members vote for the board within one year after the contract is approved. This was modified based on advice from our negotiators, as well as issues that took place in other Counties. We believe this method makes the Board of Directors immediately accountable to our membership after the benefits contract. If the membership is displeased, the Board of Directors will be voted out, and if pleased then retained. In addition, there have been instances where the County management has encouraged a pro-management slate to run against the existing bargaining team in hopes of affecting negotiations. This new election method reduces the likelihood of such an action. In addition, two safeguards were added into the bylaws. First, if an Board fails to get a contract within 3 years, then there is an automatic election due to the excessive delay. Secondly, the bylaws provide members the opportunity to recall directors at any time should they not be performing in the members best interest, or for any other reason. This balance we believe makes for a stronger organization while maintaining accountability to our members.

Are there other benefits to changing the elections cycle?

Yes. The added benefit is to permit continuity during bargaining. Bargaining starts several months before the 'contract' is ratified. Under the by-laws revisions, an election will be called within 12 months of the effective date of a new contract. Most contracts are for periods of 1, 2 or 3 years. In the event that more than 3 years elapse between contracts, an election must occur at 3 years. This allows a board to plan a strategy for negotiation and see it through. Planning is time-consuming. Negotiating is time-consuming. The maximum 3-year term will allow a board to fulfill its obligation to the members by delivering a contract. If the members are not pleased with the contract, other actions by the board, or want want the board to take a different direction, they can elect a new board at the election that must be called within a year of the contract.

By mandating more frequent elections, particularly with designated election dates, there is a strong risk of interfering with the continuity of the negotiating strategy and abandoning all of the preparation. It also could allow those across the bargaining table (the County) to interfere with the strategies by delaying negotiations to the date designated for the election, hoping to get less experienced opponents/negotiators.

I've heard that the new bylaws prevents Grade IV DDAs from participation as ADDA Directors.

Not true. Generally, Grade IVs can fully participate on the ADDA as an officer, director, committee chair, member of the Contract Negotiation Team, or any other position. However, there is a restriction in Los Angeles County Code section 5.04.200(c)(2) which bars supervisors from certain participation in the organization. Those Grade IVs who are in supervisory positions (Assistant Head Deputies,

Deputies In Charge, Special Assistants to Management), may not serve as officers. They may still serve fully as directors, committee chairs, *etc.*

Section 5.04.200(c)(2) states: “Supervisory employees shall not be included in a unit with the nonsupervisory employees unless such supervisory employees are in the same classification with nonsupervisory employees, provided, however, that in such event, said *supervisory employees shall not participate in the management of an employee organization as an officer of the organization or represent it in dealings with management representatives when such activity would result in a conflict of interest* or otherwise be incompatible with law or the official duties of the employees (emphasis added).”

What is the harm in having a supervisor as an officer?

Firstly, our bylaws must comply with the Los Angeles County Code. To amend our bylaws knowing that they may be inconsistent with the County Code raises issues concerning our ability to properly function without considerable litigation from our members or the County. In addition, while people may be generally happy with their supervisors, we must consider the future. Imagine a DIC or AHD who is responsible for documenting and disciplining a DDA for conduct, and that discipline later becomes the subject of a grievance as having been grossly unfair (*e.g.* suspended without pay for 4 months without due process). It is possible that it would be this bargaining unit representing that DDA in the grievance which is awkward if that DIC or AHD is also an officer of the organization which is supposed to protect DDAs from unfair treatment.

Are some ADDA officers looking to get paid full salary by the union and stop working as DDAs?

The overall consensus among ADDA Directors is that full-time paid positions have a tendency to cause union leaders to lose touch with the daily issues faced by its members. As such, the proposed bylaws state that directors serve without compensation. That is why the ADDA will look to hire a paid Executive Director either full time or part time to take care of union duties. Two of our expert consultants are retired Executive Directors for ALADS, and are temporarily being used to assist the ADDA union with operational issues.

I have so many additional questions. How can I learn more?

Please feel free to attend any ADDA meeting which are held on the Third Tuesday of every month in the 18th Floor conference room at CCB. You may also send us an e-mail at LA-ADDA@hotmail.com, we will attempt to answer your questions as quickly as possible. Also take the time to view the collective bargaining presentation on the CD-Rom circulated or at LA-ADDA.com or DeputyDA.com.