

RECEIVED  
EMPLOYEE RELATIONS COMM.  
COUNTY OF LOS ANGELES

LOS ANGELES COUNTY

EMPLOYEE RELATIONS COMMISSION

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In the Matter of )  
 )  
AMERICAN FEDERAL OF STATE, )  
COUNTY AND MUNICIPAL EMPLOYEES, )  
LOCAL 688, AFL-CIO )  
 )  
Charging Party )  
 )  
v. )  
 )  
COUNTY OF LOS ANGELES )  
(PROBATION DEPARTMENT) )  
 )  
Respondent )

UFC Case No. 1.49

Appearances:

For the Charging Party: Hirsch Adell, Esquire  
Reich, Adell, Crost & Perry

For the Respondent: Ramon R. Singley and J. E. Hauptman  
Department of Personnel, County of Los Angeles

REPORT OF THE HEARING OFFICER

The undersigned was appointed to serve as Hearing Officer in the above styled matter in which the Charging Party alleges the commission of certain unfair employee relations practices by the Respondent. On June 9, 1980, the American Federation of State, County and Municipal Employees, Local 685, AFL-CIO (hereinafter sometimes called the Charging Party) filed an unfair employee relations practice charge against the County of Los Angeles (Probation Department) (hereinafter sometimes called the Respondent). The Respondent on August 5, 1980, pursuant to Section 6.06 of the Commission's Rules and Regulations filed an answer to the charge, denying the commission of an unfair employee relations practice. On July 25, 1980, the Commission

through its Executive Officer, Walter F. Daugherty, executed a notice of hearing in the matter and said hearing took place in room 374-A of the Hall of Administration on October 1, 1980, at which time the parties appeared and were afforded opportunity to offer evidence and arguments. Briefs were received by the Hearing Officer from both parties, via the Executive Officer on November 28, 1980. The Hearing Officer requested and received an extension on the date his report would be filed until January 9, 1981. The undersigned, having duly considered all the evidence and the arguments offered by the parties, submits this report in accordance with Rule 6.10 of the Commission's Rules and Regulations.

#### The Issues

The Charging Party has alleged that the Respondent has committed an unfair employee relations practice under Section 12(a)(1) and (3) of the Employee Relations Ordinance by changing caseloads of probation department employees. Section 12(a) (3) provides that is an unfair employee relations practice for the County "[t]o refuse to negotiate with representatives of certified employee organizations on negotiable matters." Section 12(a)(1) provides that it is an unfair employee relations practice for the County "[t]o interfere with, restrain or coerce employees in the exercise of the rights recognized or granted this Ordinance."

While the parties have suggested different framing of the issues before the Hearing Officer, it appears that an appropriate issue to be addressed is:

Was the respondent's change of caseloads of Probation Department deputy probation officers and the resulting effects on or about February 8, 1980, a

violation of Section 12(a)(1) and (3) of the Employee Relations Ordinance and therefore an unfair employee relations practice? If so, what is the appropriate remedy?

#### Summary of the Facts

While there is disagreement between the parties concerning certain aspects of the factual background, there is no disagreement as to the basic events that have transpired prior to the filing of the charge.

The Union, Local 685, represents approximately 1,700 deputy probation officers employed by the Department of Probation, in addition to 300 other bargaining unit employees. Approximately 3,900 persons are employed by the Department.

Negotiations for a renewal Memorandum of Understanding between the Union and the County began in March, 1979. The Union, Local 685, is a part of a coalition of unions that represent County employees. As the negotiations for the coalition progressed to a strike deadline of August 1, 1979, Local 685 was the only union of the coalition that had not reached agreement with the County. On July 31, 1979, the only matter unresolved between the County and Local 685 was how to achieve budget savings in the Probation Department. A savings of two and one half million dollars needed to be reduced from the Probation Department budget. A Supplement Agreement was entered into by the County, the Department and Local 685. This agreement provided for the establishment of a Labor-Management committee. The agreement provided that the purpose of this committee "will be to reduce expenditures in the Probation Department during fiscal 1979-80 two and one half million dollars (\$2.5 million) below the proposed 1979-80 budget adopted by the Board of Supervisors on April 24, 1979."

The Labor-Management committee first met on October 2, 1979. At this meeting the County submitted a proposal for reducing the budget in the Probation Department. The proposal substantially altered the caseload requirements of deputy probation officers as set out in Article 14, Section 3 of the Memorandum of Agreement. The County estimated that the change in caseloads would effect the needed budget savings. The Union refused to discuss the proposal on the grounds that it violated the caseload designation in the MOA and called for budget reductions to come from areas of the Department operations other than its bargaining unit above. The committee met several times, with the Union basically sustaining its initial position. On October 23, 1980, the County informed the Union of its decision to disband the committee, citing the reason of the Union's failure to cooperate. Subsequent fruitless meetings were held. The Union offered no concrete proposals for budget reductions during the meetings. The County's proposal of reassigning caseloads would have resulted in transferring deputy probation officers, but no layoffs would have been caused.

The Union obtained a temporary restraining order prohibiting the County's implementation of its proposal. The restraining order was ultimately dissolved and the County proposal was ultimately put into effect on February 8, 1980.

The Union filed a grievance which progressed to arbitration. The arbitrator ruled that the County action was not a violation of the Memorandum of Agreement.

The Union sought unsuccessfully to have the arbitrator's award vacated. The Superior Court refused to vacate the award.

The Union then filed the instant unfair employee relations charge.

#### Position of the Union

The Union position is that even though the County action did not violate the agreement, it was an unfair employee relations practice since the caseloads for deputy probation officers were established by article 14, section 3 of the Agreement and that the County committed an unfair employee relations practice under Section 12(a)(1) and (3) of the Ordinance by unilaterally changing caseloads of the deputy probation officers. It was not the intent of the Union in negotiating the Supplemental Agreement that the entire budget reduction should come from its bargaining unit alone, but should be shared by the entire department. The Union requested departmental budgetary information so that it could make proposals, but by the time it was received, the County had decided to disband the committee. There has been a judicial decision that caseload size is a negotiable matter under the Ordinance and the County could not effect such changes without negotiating with the Union. Further, the Union contends that the Supplemental Agreement did not extend negotiations of subjects covered in the Agreement past the execution of the Agreement, and arguendo, if the Supplemental Agreement did extend negotiations between the parties, the County refused to negotiate in good faith under the Supplemental Agreement.

### Position of the County

The arbitrator's award clearly held that the County action in regard to caseloads did not violate the Agreement and that the County made a good faith effort to comply with the requirements of the Supplemental Agreement. When the Union sought unsuccessfully to vacate the arbitration award, the judge in his "finding of fact" ruled that the Supplemental Agreement left open negotiations to further reduce Probation Department expenses and that the County made a "good faith effort to comply with the requirements of the Supplemental Agreement." The judge ruled in his "conclusion of law" that article 32 of the Memorandum of Agreement in connection with the Supplemental Agreement expressly permits the County to take the action it took.

The Supplemental Agreement had as its purpose to keep negotiations open on a narrow basis--with Local 685 only. Otherwise, the Supplemental Agreement would have been without meaning.

The Union refused to discuss the County's proposal in the special committee and made no proposals of its own. In view of this, the County had little choice but to implement its proposals. Such action was not unreasonable in view of the impasse that existed in the negotiations.

### Discussion

Early in the hearing, counsel for the County moved to dismiss the charge based on the ruling of the Superior Court. The Hearing Officer took the motion under advisement and the County proceeded to present its case without prejudice to its motion. In the absence of an announced arbitral deferral policy by the Commission, the Hearing Officer rules that the charge is

properly before him. If a deferral policy, whether one used by the National Labor Relations Board or one enunciated by the Commission, had been adopted by the Commission, the Hearing Officer could apply its standards against the facts in this matter and determine if the issues raised had been resolved in the prior arbitration award and its judicial recognition. Such a deferral policy is just that--a policy--and must be embraced by the Commission before it can be considered. In the absence of enunciated deferral standards, it is incumbent on the Hearing Officer to consider the charge on its merits.

The conclusions reached herein and the recommendations made are free-standing in view of the unfair employee relations practice charge. They are not dependent or based upon the arbitrator's award or the Court's findings and conclusions in refusing to vacate the arbitration award.

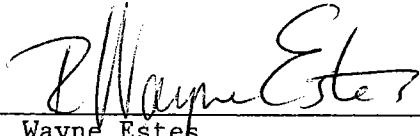
It is clear that the purpose of the Supplemental Agreement was to extend negotiations with Local 685 beyond the execution of the Memorandum of Agreement. Otherwise, the Supplemental Agreement would have been without a viable meaning. When the Labor-Management Committee met and the County made its proposal, the Union flatly refused to discuss it with the County. Since the purpose of the Supplemental Agreement was to extend negotiations with Local 685, the Union was obligated to negotiate in regard to the proposal with the County.

In view of the Union's continuing refusal to discuss the County proposal, the County was entitled to implement its proposal.

The County action in implementing its proposal regarding caseloads of deputy probation officers did not interfere with, restrain, or coerce employees in the exercise of the rights recognized or granted in the Ordinance and was not a refusal to negotiate with representatives of certified employee organizations on negotiable matters.

Recommendation

Having concluded that the action of the County in question on or about February 8, 1980, did not violate Section 12(a)(1) or (3) of the Employee Relations Ordinance, it is recommended that the charge(s) be dismissed.

  
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R. Wayne Estes  
Hearing Officer

Dated: January 5, 1981