

LOS ANGELES COUNTY
EMPLOYEE RELATIONS COMMISSION

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EMPLOYEE RELATIONS COMM.
COUNTY OF LOS ANGELES
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In the Matter of

LOS ANGELES COUNTY EMPLOYEES ASSOCIATION,
SECURITY OFFICERS UNION, LOCAL 602

Charging Party

and

LOS ANGELES COUNTY ART MUSEUM

Respondent

UFC 51.2

REPORT OF HEARING OFFICER

APPEARANCES:

For the Charging Party: Leo Geffner, Esq.

For the County Counsel: Michael H. Dougherty, Esq.,
Deputy County Counsel

Joe Hudgens, Esq.
Deputy County Counsel

On April 24, 1973, the Los Angeles County Employee Association, Security Officers Local 602, hereinafter called the "Union", filed a charge against the Los Angeles County Museum of Art, hereinafter called the "Employer", alleging that on and after March 13, 1973, the Employer engaged in certain unfair employee relations practices within the meaning of Section 12 (a) (3) of the Employee Relations Ordinance, hereinafter referred to as the "Ordinance".

On May 24, 1973, the Los Angeles County Employee Relations Commission, hereinafter referred to as the "Commission", issued its Charge and Notice of Hearing adopting the charge filed by the Union as its charge. On June 6, 1973, the Employer filed its answer admitting to certain of the allegations in the charge, denying others and in its affirmative defense alleged that nothing in the charge was sufficient to constitute a violation of Section 12^(a)(3) of the Ordinance.

On August 17, 1973, a Hearing was held before the undersigned, the duly designated Hearing Officer. Briefs were received from both Parties on September 26, 1973.

FACTS

On February 2, 1973, the Employer wrote a letter to the Union advising that it was ready to "consult" with the Union regarding certain changes it contemplated making in its security operation. The letter went on to point out that it was the Employer's understanding that the Union had submitted to the Department of Personnel its proposals ".....to be included in a 'Memo of Understanding' and that negotiations on this matter will be initiated by the County and the Union." (Joint Exh. 3) At the time no Memorandum of Understanding was in existence.

Subsequently, on March 13, 1973, a meeting was held between the Parties at which time the Employer pointed out that a survey which it had conducted had revealed that the Museum was understaffed on Sundays and overstaffed on Mondays. Submitted to the Union was a proposed plan to reorganize the

staffing of the Guards. There was discussion as to whether the session was a "negotiating" meeting or a "confer" session with the Employer taking the position that it was "conferring" with the Union. In any event the Union was requested to submit their suggestions as to the manner in which the staffing could be reorganized. At the next meeting held by the Parties on March 26, 1973, the Union failed to submit any alternative proposal - other than to suggest that no change be made in the existing assignments. In answer to specific hardship cases which would possibly be created by the reorganization, the Employer agreed to modify certain specific assignments. The Union contended that the matter should be "negotiated" and the Employer once again reiterated its position that it was ready to consider any alternative approach which might be submitted by the Union. Absent any further proposal by the Union, the Employer, on April 6, 1973, issued a Bulletin to all security personnel outlining the reorganization plan to be put into effect on May 1, 1973. The Bulletin concluded with the statement that: "The reorganization has been reviewed and approved by the County's Chief Administrative Office, the County Department of Personnel and the Executive Committee of the Board of Trustees and has been discussed with Local 602." (Jt. Exh. 4)

In the meantime, the County and the Union were negotiating the terms of a new Memorandum of Understanding which was finally executed on May 18, 1973. One of the issues which was not resolved until almost the conclusion of negotiations was the sections pertaining to Transfers and Work Schedules (Articles 14 and 15 - Jt. Exh. 2). The Parties finally agreed to include

the following provision in Article 15:

"Management upon request, will consult with Local 602 on any change of work schedules that affect a majority of employees in the Unit."

At no time during the negotiations of the Memorandum of Understanding did the Union submit a proposal regarding the staffing of Guards at the Museum which employs 47 Guards out of an over-all total of approximately 405 Guards employed in the bargaining unit by the County at its various facilities.

POSITION OF THE PARTIES

The Union claims, in essence, that the Employer did not bargain in good faith prior to instituting changes in the Work Schedule on May 1, 1973 and as the result committed an unfair employer practice under Section 12 of the Ordinance.

The Employer, on the other hand, contends that there was good faith bargaining which ultimately resulted in the Memorandum of Understanding being signed on May 18, 1973 and which included provisions relative to the transfer of employees and the scheduling of work.

DISCUSSION

Basically, the Union contends that the Employer at the March meetings insisted on referring to them as "confer" sessions and refused to consider them as negotiations.

Based on previous rulings of the Commission which have been sustained in the Courts, matters relating to work schedules and transfer of employees are clearly conditions of employment coming within the meaning of the Ordinance. As a matter of

fact, it is conceded by the County that such matters are negotiable and were, in fact, included in the Memorandum of Understanding negotiated by the Parties covering all Guards employed within the Bargaining Unit.

However, the Union maintains that, irrespective of the over-all negotiations which transpired, the Employer during the two March meetings refused to bargain in good faith with regard to the changes it contemplated making for the 47 Guards employed at the Museum.

It is true that the Employer did refer to the March meetings as "confer" sessions. However, regardless of what they were called, it is clear to the Hearing Officer that the Employer was ready and did, in fact, bargain in good faith in an attempt to resolve any problems which would stem from the proposed reorganization. No alternative plan was proposed by the Union nor was there any effort made by the Union to incorporate specific language in the Memorandum of Understanding relative to the staffing of Guards at the Museum. (Tr. pp. 96 - 101)

It should further be noted that the Memorandum of Understanding which was finally agreed upon provided that the County need only "consult" with the Union on any changes in work schedules that affect a majority of employees in the Unit. Thus, by terms of the current Memorandum there is no requirement for the County to even "consult", let alone negotiate, regarding any revisions in work schedules for Guards employed at the Museum since the group approximates only a little over 10% of the employees in the Bargaining Unit.

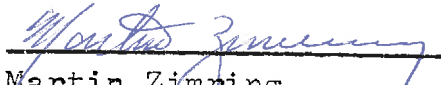
Accordingly, it will be recommended by the Hearing Officer that the charges be dismissed.¹

RECOMMENDED FINDINGS OF FACT AND CONCLUSIONS

It is recommended that the Commission find that:

1. The scheduling of work is a condition of employment within the meaning of the Ordinance and subject to negotiations;
2. The Employer did bargain in good faith concerning the reorganization of work assignments at the Museum;
3. The Employer did not engage in unfair employee relations practices within the meaning of Section 12 and, accordingly, said charges be dismissed.

Dated this 15th day of October, 1973


Martin Zimring,
Hearing Officer

1. There were allegations in the original charge pertaining to alleged meetings between the Employer and employees without the presence of Union representatives. Since no further reference was made to the allegations and no evidence offered with respect thereto it is presumed that the Union has abandoned them.