

LOS ANGELES COUNTY  
EMPLOYEE RELATIONS COMMISSION

RECEIVED  
EMPLOYEE RELATIONS  
COMMISSION

JUN 7 1982

In the Matter of

LOS ANGELES COUNTY EMPLOYEES	)	
ASSOCIATION (LACEA), LOCAL 660,	)	
SEIU; SOCIAL SERVICES UNION	)	
(SSU), LOCAL 535, SEIU, AND	)	
LOS ANGELES COUNTY EMPLOYEES	)	
UNION (LACEU), LOCAL 434, SEIU	)	UFC Case No. 6.93 Amended
	)	
Charging Parties	)	
	)	
v.	)	
	)	
COUNTY OF LOS ANGELES	)	
	)	
Respondent	)	

Appearances:

For the Charging Parties: Leo Geffner, Esquire  
Geffner & Satzman

For the Respondent: Steven L. Houston  
Deputy County Counsel  
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 Parties allege the commission of certain unfair employee relations practices by the Respondent. The Charging Parties on September 3, 1981, (amended on September 9, 1981) filed an unfair employee relations practice charge against the Respondent. The Respondent on September 30, 1981, pursuant to Section 6.06 of the Commission Rules and Regulations, filed an answer to the charge, denying the commission of any unfair employee relations practice. On September 29, 1981, 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, Los Angeles, California on October 19, 1981, and November 25, 1981, at which times the parties appeared and were afforded opportunity to offer evidence and arguments. Time for filing briefs by the parties was extended to March 18, 1982, and later to April 8, 1982. Briefs were transmitted to the Hearing Officer via the Executive Officer on April 12, 1982, and the time limitation for the Hearing Officer filing his report was extended to June 4, 1982. The Undersigned, having duly considered all the evidence and 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 Parties have alleged that the Respondent has committed an unfair employee relations practice under Section 12 (a) (1), (2) and (3) of the Employee Relations Ordinance (ERO) by failing to negotiate in good faith with the Charging Parties on the impact of layoffs and demotions implemented by the Respondent and the failure of the Respondent to provide the Charging Parties with adequate information which would enable the Charging Parties to reasonably submit proposals to the Respondent as alternatives for the layoffs and demotions. Section 12 (a) (3) of the ERO provides that it is an unfair employee relations practice for the County "[t]o refuse to negotiate with representatives of certified employee organizations on negotiable matters."

#### Summary of the Facts

The Charging Parties are the bargaining agents for the majority of employees employed by the County of Los Angeles, in various bargaining units. The thrust of the issue addresses the propriety of the Respondent County's responses

to requests for information and negotiation by the Charging Parties when it became known that the County was considering layoffs and demotions in response to budget restrictions. The County entered into this program of layoffs and demotions in December, 1981.

The Charging Parties earlier had sought judicial relief for the complained of action by the Respondent in the Superior Court, seeking a preliminary injunction and a peremptory writ of mandate, said matter being heard on September 8, 1981, before Department 85 of the Superior Court of California for the County of Los Angeles. The bases for the Charging Parties action were essentially the same as those set out by the Charging Parties in the instant matter. In the matter before the Superior Court (LACEA, LOCAL 660, etc., et al., C. No. 379-497), on October 1, 1981, the Court denied the Charging Parties' request for judicial relief. (County Exhibit No. 3 and 4). The Court concluded inter alia that:

- "1. The layoffs in question were for reasons of economy.
- "2. There was legal cause for said layoffs.
- "3. Said layoffs did not deny any due process rights of the employees involved.
- "4. Said layoffs did not violate state law.
- "6. Respondents fulfilled their duty to negotiate with each petitioner on the layoffs in question and to provide information for such negotiation."

#### Position of the Charging Parties

The County violated the ERO and the State law, specifically the Meyers-Miliias-Brown Act, Government Code 3500, et seq., by (1) failing to provide the Unions with sufficient and adequate information to enable the Unions to determine the methods as to how the County selected certain employees as "exempt" employees, therefore by-passing seniority on layoffs and demotions and enabling



the Unions to propose reasonable alternatives for layoffs and demotions and (2) implementing layoffs and demotions without giving the Unions reasonable and adequate notice and time to negotiate with the County as to the propriety of such layoffs, the question as to whether certain employees were properly classified as "exempt" employees and to provide proposed reasonable alternatives to layoffs and demotions.

The County violated Section 12 (a) (3) of the ERO by refusing to negotiate with the Union on mandatory negotiable subjects as required in Sections 6 (b) and 3 (o) of the ERO. Said obligation is reflected in Sections 3504 and 3505 of the California Government Code (Meyers-Miliias-Brown Act), the ERO being the County's implementation of State law under Government Code Section 3507.

The State law under the Los Angeles County Civil Service Commission Case is clear and requires the County to negotiate in good faith with the Unions on layoffs. Said good faith negotiations did not occur.

#### Position of the Respondent

The disposition of the Charging Parties' action in the Superior Court is final and should be binding on the litigants in that matter and the Commission in this unfair employee relations practice charge matter.

In view of the negotiated Civil Service Rules, which control County layoff procedures (Joint Exhibit No. 2) and Respondent's Exhibits Nos. 4, 5 and 6, it is clearly established that the County complied with any duty it may have had to negotiate under State law and the ERO. This conclusion is reinforced by the signed agreement, dated August 18, 1981, between Local 535 and Mr. Ellman to the effect that the County had met its obligation to meet and confer (County Exhibit No. 6). Further, the County has met its duty to nego-

tiate, if any, under the County-Union Memoranda of Understanding, specifically Articles 32, 34, 36 and Article 21 of the Fringe Benefit MOU (Joint Exhibit No. 1).

### Discussion

The Superior Court in its October 1, 1981, Findings of Fact and Conclusions of Law specifically notes that it has no jurisdiction as to any unfair employee relations practices charges under the ERO since the Charging Parties in the instant matter had not exhausted their remedies before the Commission. However, the basic factual and legal inquiries and conclusion of the Court are virtually identical to the matter considered in the instant UFC matter before the Commission. Therefore, the Court's conclusions as to the County's meeting its obligations to negotiate under State law are highly persuasive in view of the definition of the County's duties to negotiate in good faith under the ERO (Section 3 (o)) and the definition under the State Law (Government Code Sections 3504, 3405 and 3505.1). Further, the ERO must be construed consistently with the declared policies and purposes of the State law.

The Court in its Conclusions of Fact noted:

- "8. Respondent repeatedly offered to negotiate said layoffs with petitioner Local 660.
- "9. Respondent negotiated said layoffs with petitioner Local 535.
- "10. Respondent supplied adequate information to both petitioners to enable them to negotiate said layoffs."

In its Conclusions of Law, the Court noted that the layoffs did not violate State law and that the County had fulfilled its duty to negotiate with each petitioner on the layoffs in question and to provide information for such negotiation. (County Exhibits Nos. 2 and 3).

Further, in a careful review of the Civil Service Rules and the statements in Respondent's Exhibits No. 4, 5 and 6, it appears that the County did meet its obligations to negotiate arising out of the ERO and applicable State law. While every demand made by the Charging Parties may not have been satisfied, it appears that the County responses were well within the confines of any reasonable and good faith requirements for negotiation, consultation and providing information under the applicable provisions of State law, the ERO, and contractual agreements. Accordingly, the Respondent was not in violation of any such requirements or obligations.

Recommendation

Having concluded that the action of the County-Respondent in question did not violate the Sections 12 (a) (1) (2) or (3) of the Employee Relations Ordinance, it is recommended that the charge(s) be dismissed.

Date

June 2, 1982

R. Wayne Estes  
R. Wayne Estes  
Hearing Officer