



LOS ANGELES COUNTY
 EMPLOYEE RELATIONS COMMISSION
 500 West Temple Street
 Hall of Administration, Room 374
 Los Angeles, CA 90012-2718
ERCOMfilings@bos.lacounty.gov
 213-974-2417

**CHARGE ALLEGING UNFAIR EMPLOYEE RELATIONS PRACTICE
 AGAINST MANAGEMENT**

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE

- A. This charge may be filed pursuant of the Employee Relations Ordinance No. 9646, Section 5.04.240 (a)(b).
- B. Complete this form and submit an electronic .pdf copy to ERCOMfilings@bos.lacounty.gov.
- C. Charging Party is responsible for the notification to Respondent within (3) calendar days of filing and shall provide proof of service to ERCOM via ERCOMfilings@bos.lacounty.gov.

CASE NO. _____

DATE FILED _____

Charge Against:

Name: COLA Probation Department Address: 9150 E. Imperial Highway

The above named Employer has engaged in and/or is engaging in unfair employee (employer) relations practices within the meaning of Section 12(a) subsection(s) (1) & (2) of the Employee Relations Ordinance or Section ____ subsection(s) _____ of the Commission Rules and Regulations.

Basis of Charge: (Be specific as to facts/actions, names, addresses, dates, etc. Attach additional pages if required)

Within the last six months, the Employer has unilaterally implemented changes in the terms and conditions of employment of employees in the charging party's bargaining unit without negotiating with the certified employee organization, charging party. Within the last six months, the Employer has (1) unilaterally ordered up to 250 DPO II Field officers on a rotational basis to be permanently reassigned to the Department's Juvenile Halls; and has unilaterally issued a mandatory home assignment for any DPO II Field officer with a medical restriction. The Employer has taken these unilateral actions against members of the AFSCMCE Local 685 (Local 685) bargaining unit for the purpose of interfering with the charging party's communication and representation of members of its bargaining unit in an intentional effort to restrain and coerce employees in the exercise of their rights under the County's Employee Relations Ordinance.

[Continued in attachment]

Requested Remedy (if applicable):

The Employer cease and desist its Mandatory Involuntary Reassignment and its Mandatory Involuntary Home Assignment (Forced and Punitive Home Assignment), return all bargain unit employees to their current and regular assignments as set forth in the County job classification of DPO II Field, post a conspicuous notice of its unfair practices, and make all of these employees whole.

Charging Party:

Full Name of Party(ies) filing charge: (If Employee Organization give full name, including local and and/or number)
Los Angeles County Probation Officers Union, AFSCME Local 685, AFL-CIO

Contact Person: Esteban Lizardo Email: ELizardo@pacbell.net

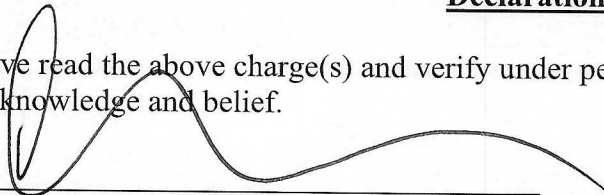
Cell Phone: 818-516-4270 Office Phone: 213-386-5860

Mailing Address (include zip code): 3375 E. Slauson Ave., Suite 151, Vernon, CA 90058

Additional Relevant Information:

Declaration

I declare that I have read the above charge(s) and verify under penalty of perjury that the statements therein are true to the best of my knowledge and belief.

Signature 

Printed Name Esteban Lizardo

Title: Attorney

For: AFSCME Local 685

Date: 06/11/24

ATTACHMENT TO UNFAIR PRACTICE CHARGE (Mandatory Involuntary Reassignments and Home Assignment)

Summary of Charge

Within the last six months, the Employer has unilaterally implemented changes in the terms and conditions of employment of employees in the charging party's bargaining unit without negotiating with the certified employee organization, charging party. Within the last six months, the Employer has (1) unilaterally ordered up to 250 DPO II Field officers on a rotational basis to be permanently reassigned to the Department's Juvenile Halls; and has unilaterally issued a mandatory home assignment for any DPO II Field officer with a medical restriction. The Employer has taken these unilateral actions against members of the AFSCMCE Local 685 (Local 685) bargaining unit for the purpose of interfering with the charging party's communication and representation of members of its bargaining unit in an intentional effort to restrain and coerce employees in the exercise of their rights under the County's Ordinance.

Background & Pattern of Unilateral Action

For over ten years, the Department has refused to hire, not hired, or drastically not hired sufficient numbers of Detention Services Officers, Sr. Detention Services Officer and Group Supervisor Nights (all classifications in Local 685's bargaining unit) to maintain adequate staffing its Juvenile Halls in its Detention Services Bureau (DSB). As a direct consequence of this failure to hire DSB staff (DSOs, Sr. DSOs and GSNs), it currently is failing to maintain sufficient staffing to properly supervise minors detained in its Juvenile Halls. Beginning with former Chief, Adolfo Gonzales, the Department has unilaterally implemented a series of separate and distinct mandates identified as either deploying or reassigning Deputy Probation Officer IIs from its Field Services offices to its Juvenile Halls to "make-up" for lack of adequate staffing which was caused by its own past hiring policies (express lack of hiring). With each new and separate unilaterally implemented mandate, Local 685 has engaged in post-implementation efforts with the Employer seeking to eliminate or modify the mandate to ameliorate the drastic impact on the Employer's employees and our members.

Local 685 previously filed an Unfair Practice Charge against the Department for its unilaterally implemented mandate by former Interim Chief Karen Fletcher (015-23). This implementation was done unilaterally, without any prior notice or meeting or conferring with Local 685. UF Charge 015-23 was in relation to the reassignment of 100 DPO II Field officers to the Department's Juvenile Halls. Sometime after this unilateral implementation, the Board of Supervisors replaced Fletcher with current Chief Guillermo Viera Rosa. Based upon post-unilateral implementation discussions with then Interim Chief Viera Rosa, the Department voluntarily ended the mandatory involuntary reassignments implemented by the prior Interim Chief. At the same time, current Chief Viera Rosa unilaterally implemented, again without notice or meeting or conferring or consulting with Local 685, a mandatory deployment of DPO II Field officers to the Department's Juvenile Halls for two shifts per week. These actions by the Department show a pattern and practice of unilaterally implementing mandatory reassignments and/or deployments without notice to, or meeting or conferring with Local 685.

Current Unilateral Reassignment with Forced and Punitive Home Reassignment

In March, 2024, the Department unilaterally notified Local 685 that it was reassigning 250 Deputy Probation Officer IIs assigned to its Field Operations (DPO II Field Staff) represented by AFSCME Local 685 to the Department's Juvenile Halls on a full-time basis for a rotational period. As with its previous unilateral deployments and/or reassignments, this implementation was done unilaterally, without any prior notice or meeting or conferring with Local 685. Following this unilateral implementation, the Department began ordering DPO II Field Staff to the Juvenile Halls. Most significantly, as part of this mandatory involuntary rotational reassignment, the Department ordered that DPO II Field staff who are unable to report to the Juvenile Halls as full-duty staff on forced Home Reassignment to remain at home and not report to their standard field work location (Mandatory Involuntary Home Assignment).

These orders, both the rotational Mandatory Involuntary Reassignment and the Mandatory Home Assignment, have drastically changed the working conditions of these DPO II Field staff represented by AFSCME Local 685.

Among other things, the orders change these employees' work location, work schedules, vacations, and supervision. These orders essentially require these employees to perform an entirely job classification and job function from the job classification these employees currently hold (DPO II Field classification). In sum, the Department has reassigned these employees to an entirely different and more dangerous job classification than these employees' actual job classification which many of them have held and performed for more than four years, many for more than 10 years, some for more than 20 years.

For those ordered home on Mandatory Involuntary Home Assignment, it also changed these employees' work schedules, vacation, and supervision. Although these DPO II Field Staff have been performing their customary duties for the County job classification of DPO II Field, many for over 4 years, many for more than 10 years, and some for more than 20 years, with medical restrictions, the Department changed long-standing and consistent past practice of having these employees perform DPO II Field assignments which are, and have been, unaffected by their medical restrictions. The Department changed this long-standing and consistent past practice of more than 20 years without notice to, or meeting and conferring with Local 685 over the unilateral decision to change this long-standing and consistent past practice and without notice, meeting and conferring over the impacts of its unilateral actions. Most drastically, this unilateral action by the Department changed and/or eliminated these employees' wages, forcing these DPO II Field staff to use their own benefit time or, if no benefit time was available, to suffer a complete loss in pay. This unilateral action (Mandatory Involuntary Home Assignment) by the Department is punitive and for the purpose of restraining and coercing these employees in the exercise of their rights under the Employee Relations Ordinance.

In the context of this Mandatory Involuntary Home Assignment, the Department

has inaccurately stated that it is conducting individual interactive process meetings for these DPO II Field staff subject to the unilaterally imposed Mandatory Involuntary Home Assignment. This is inaccurate in that these DPO II Field Staff had been working at their regular DPO II Field work with their existing work restrictions for between 4, 10 and some even over 20 years with their existing work restrictions. As such, the Department's unilateral determination to impose Mandatory Involuntary Home Assignment changed a long-standing work practice without any notice to, or negotiation with these employees' certified employee representative. The Department's unilateral determination to impose Mandatory Involuntary Home Assignment also was in contradiction to the County's job classification descriptions applicable to these DPO II Field Staff employees.

Pursuant to the MOU between Local 685 and the Employer, the Employer was required to notify and negotiate with Local 685 prior to implementation of any new unilaterally implemented practice. The Employer provided no notice or opportunity to meet and confer with Local 685 prior to implementing the new unilaterally implemented practices outlined above (Current Unilateral Reassignment and Forced an Punitive Home Assignment). The Employer did not provide any opportunity to negotiate or negotiate with Local 685 prior to implementing the new unilaterally implemented practice. At no time prior to the issuance of these orders did the Department provide any notice of proposed change and/or invitation to meet and confer regarding these changes in these employees' working conditions.

By these actions, the Employer has engaged in unilateral implementation of policies, practices and procedures that impact the terms and conditions of employees in charging party's bargaining unit. The Employer's unilaterally implemented procedures were designed and intended to interfere with the charging party's communication and representation of members of its bargaining unit in an intentional effort to restrain and coerce employees in the exercise of their rights under the County's Ordinance.

ESTEBAN LIZARDO (CSB 144940)
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Attorney for AFSCME Local 685

Certificate of Service:

I, Esteban LizarDO, served this Unfair Labor Practice Charge (Mandatory Involuntary Reassignments and Home Assignment) on the County and Probation Department by emailing a copy addressed to Jeffrey Hickman and Stacey Simpson on June 11, 2024, in Pasadena, California

A handwritten signature in black ink, consisting of a large, stylized initial 'E' followed by a long, horizontal, wavy line that tapers to the right.

ESTEBAN LIZARDO