

In the Matter of the Impasse Between
LOS ANGELES COUNTY PROBATION
DEPARTMENT

-and-

ASSOCIATION FOR THE LOS ANGELES
SUPERVISING DEPUTY PROBATION OFFICERS, SEIU,
Local 721

Article 43, New Section H - Reassignments

FACTFINDER'S FINDINGS AND
RECOMMENDED TERMS OF SETTLEMENT

ERCOM Impasse Case No.

March 1, 2024

Impartial Factfinder: Brenda Diederichs

Appearing at the Factfinding Hearing:

On Behalf of Los Angeles County Probation Department:

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Witnesses for the Los Angeles County Probation Department

Jeffrey Hickman, Principal Analyst, Probation

On Behalf of Association For the Los Angeles Supervising Deputy Probation Officers

Carson Acosta, Esq. SEIU

Reggie Torres, President of the SEIU Executive Board

Witnesses for the Los Angeles Supervising Deputy Probations Officers

Ruben Soto, SEIU, Director of Member Benefits and Employee Relations

Daniel Marin Ramirez, Supervising Deputy Probation Officer

Kurtis Miller, Supervising Deputy Probation Officer

Ruth Tyson, Supervising Deputy Probation Officer

BACKGROUND AND PROCEDURAL HISTORY

The last Memorandum of Understanding (MOU) between the County and the Union expired on September 30, 2021. The County and the Union, entered into negotiations for a successor MOU in July 2023, after an agreement was reached with AFSCME, Local 685, which represents Bargaining Unit 701, Probation Officers. The agreement reached with AFSCME, Local 685,

included new language, the same as that offered to SEIU, Local 721, to address the County's need to move employees, in emergent circumstances to fulfill the legal obligations of the County to provide services.

The County and the Union, reached an agreement on all terms for a successor MOU, except for Article 43, new section H. New section H was proposed by the County for two reasons:

1. To address the need to move employees, in an involuntary manner, in order to maintain services that the County is legally required to provide in compliance with state law.
2. To comport with the new language added to the AFSCME, Local 685, MOU, that provides for the movement of Deputy Probation Officers in the same manner as being proposed for the Supervising Deputy Probation Officers. Also, there is a history between the County and the Union, to adopt the same language changes as made in the AFSCME, Local 685, MOU.

The County of Los Angeles Probation Department (County) and the SEIU, Local 721 (Union) entered into bargaining to reach a successor Memorandum of Agreement (MOU) on January 27, 2022, along with all of the SEIU, Local 721, covered groups. Most of the SEIU, Local 721 bargaining groups reached agreements on May 13, 2022; however, Business Unit (BU) 702, continued bargaining on behalf of the Supervising Deputy Probation Officers and is now at impasse over the single issue of Article 43 - Reassignments, New Section H - Involuntary Transfers.

The County provided the language contained in the other SEIU, Local 721, represented bargaining units and from the AFSCME Local 685, MOU, which represents the Deputy Probation Officers, demonstrating that the County and the respective bargaining units had all reached agreement on involuntary transfer language, either identical or similar to what the

County is seeking with the Union. County Exhibits 7 and 8. The County presented that the Union has traditionally adopted the same or similar changes to their MOU as agreed upon with AFSCME, Local 685. David Green (Green) in his email to Tim Pescatello (Pescatello), on September 11, 2023, set forth as County Exhibit 13, stated that BU 702 has a “me too” clause in the MOU with AFSCME, Local 685, regarding the increases negotiated between the County and AFSCME, Local 685. The email that Green forwarded, initially authored by Reggie Torres (Torres) requested the “me too” be activated for all economic improvements, but specifically requested that no changes be made to Article 43 - Reassignments.

On July 19, 2023, the County first declared impasse, due to there being no agreement on the County proposed new language in Article 43, Section H. The Union countered the County’s request for impasse with a request for new bargaining sessions and offering counter proposals to the County’s last Article 43 proposal. The County did not change its position on their proposal for involuntary transfer language in Article 43, and again declared impasse on August 9, 2023.

On July 20, 2023, in an email from Pescatello to Ruben Soto (Soto) and Green it stated that:

“We are happy to bring you up to speed. It boils down to two issues - money for the SEO folks and changes to reassignment/transfer language. The department needs to have the ability to move people without declaring an emergency. This issue is a big deal for the Board and since we were successful with Local 685 there is no reason why they would relent with 702. Having said that, the language is soft and is consistent with just about all other SEIU MOUs. Plus, it is unheard of to have a “law enforcement” classification with transfer restrictions.”

On October 10, 2023, Hickman sent an email, County Exhibit 10, to Green, President, SEIU,

Local 721, summarizing the County's positions, in response to an email forwarded to the County by Green, originally from Torres on September 11, 2023, County Exhibit 13, stating that BU 702, is seeking no changes to Article 43 - Reassignments, but seeking that the County honor the economic "me too" with AFSCME, Local 685. Hickman informed Green that AFSCME Local 685 had agreed to changes in the reassignment language in their MOU and the County has proposed the same language to 702. Hickman further stated in the email that:

"The sticking point is the Article 43 issue, which is reassignments. Pre-dating the current staffing issues at Probation, the Board has had a strong interest in inserting language into the MOU which explicitly allows management to reassign or transfer folks in the times of need that may not amount to an "emergency." The Probation contracts are some of the only contracts in the County which do not reserve the right to transfer staff to meet "operational needs." This has been complicated by the current staffing and safety crisis at Probation which triggered the Department to declare an emergency and move folks under that existing clause. The intent is to reserve an infrequently used right to transfer employees for more pedestrian reasons like balancing staffing and ensuring supervision. The existing voluntary, seniority-based transfer process would be left in place and used for day-to-day vacancy filling."

On October 30, 2023, the County sent the Union a Last, Best, and Final Offer at 2:20 p.m. County Exhibit 11.

Being unable to reach an agreement on a new Article 43, section H, the parties jointly stipulated to impasse on this single issue via letter dated November 27, 2023, to the Los Angeles County Employee Relations Commission (ERCOM). County Exhibit 12.

The parties jointly agreed to engage in factfinding over their differences regarding Article 43 - Reassignment, New Section H.

STATE DECLARATION OF UNSUITABILITY OF TWO JUVENILE FACILITIES

The County presented the current unilateral assignment of staff, via a staffing emergency, as declared by the Chief Probation Officer, as an example of the need for the new language in Article 43.

On September 29, 2022, the County sent a letter to James Schoengarth, President SEIU, Local 721, BU 702, set forth as County Exhibit 5, affirming a declaration of a staffing emergency by Deputy Chief Karen Fletcher, via a September 23, 2022, email and reiterated by the Chief Probation Officer's letter dated September 22, 2022, providing financial incentives to encourage employee attendance to alleviate the staffing emergency and insure the health and safety of all. The incentive that was offered to the staff in BU 702, was 20% above the employee's normal rate of pay for hours worked in one of the two juvenile halls. Additionally, overtime worked in the juvenile halls will be paid at a "double time" rate instead of the traditional "time and a half."

During the negotiations that ultimately resulted in a joint declaration of impasse on November 27, 2023, by the parties, the County juvenile facilities were the subject of an audit by the Board of State and Community Corrections (BSCC). County Exhibit 6.

On January 13, 2023, the BSCC conducted an exit debriefing with the County, of the initial inspection reports for LAC Barry J. Nidorf Juvenile Hall and LAC Central Juvenile Hall, which were conducted in the 2020-2022 biennial inspection cycle. Among many violations, it was noted that there was insufficient staff to carry out the overall facility operation and its

programming to provide for safety and security of youth and staff and meet established standards and regulations and to ensure that no required service be denied because of insufficient numbers of staff on duty absent exigent circumstances.

The County was given a time frame to respond, but even after reviewing the County's response, BSCC determined that the County remained out of compliance. Ultimately on May 23, 2023, the audit report, along with the subsequent correspondence and audit updates, was submitted to the BSCC Chair and members for review and action. The request before the BSCC was to make a final determination of suitability within the meaning of Welfare and Institutions Code section 209, subdivisions (a)(4) and (d) and find both facilities unsuitable for the confinement of adjudicated youth. County Exhibit 6.

On May 24, 2023, BSCC sent the County a letter which served as a notice of facility unsuitability of the Barry J. Nidorf Hall and the Central Juvenile Hall pursuant to the Welfare and Institutions Code section 209, subdivisions (a)(4) and (d). County Exhibit 6.

The BSCC letter to the County dated May 24, 2023, deemed two juvenile detention facilities as *“unsuitable for the confinement of minors if it is not in compliance with one or more of the minimum standards for juvenile facilities adopted by the Board of State and Community Corrections under Section 210 or 210.2, and if, within 60 days of having received notice of noncompliance from the board...the juvenile hall has failed to file a corrective action plan with the Board of State and Community Corrections to correct the condition or conditions of noncompliance of which it has been notified...”*

One of the top reasons for the two detention centers failure to pass the audit, were insufficient staffing and the impact of insufficient staffing, which is covered by the findings in the BSCC

audit report.

In response, to this determination regarding the two juvenile facilities by BSCC, Stacey Ahaiwe Simpson sent an email to Torres and Kurtis Miller (Miller), SEIU, Local 721, on May 24, 2023, set forth at County Exhibit 5, regarding a Staff Scheduling Notice that was to be sent soon thereafter. The memo stated:

“This correspondence serves to provide you with advanced notice that the Department will be issuing a message to all staff shortly. This message will be informing staff that all sworn personnel who are not currently assigned to work shifts in the halls will be required to work 1 shift per month at one of the two juvenile halls. This requirement will take effect June 1, 2023. This action is being taken as an additional and necessary step to address the staffing and safety emergency conditions in the halls and in line with Article 42-Section D of your unit’s MOU, which states in relevant part, “Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies.

At this time, employees will be given the option to schedule this shift either during their existing work schedule or as an overtime shift.”

The County, at the factfinding, presented that a current need for the change in Article 43, is due to the County’s challenge in staffing the juvenile detention facilities for the past several years. The reasons for the insufficient staffing are due to both vacancies, which the County is attempting to fill via the recruitment and selection process, and the 565 supervisor absences between October 2023 and January 2024 in the County’s juvenile halls, which causes the staffing in the facility to fall below the mandatory operational staffing requirements for operation. The County continued to experience roughly the same number of absences over the past year.

The Probation Department (Department) has 6,579 ordinance positions, of which 5,545 are budgeted full-time. The County recognizes SEIU Local 721 as the exclusive representatives for the following classifications:

- Supervising Deputy Probation Officer (282 employees, 62 vacancies)
- Supervising Detention Services Officer (54 employees, 18 vacancies)
- Supervising Transportation Deputy, Probation (10 employees, 1 vacancy)
- Supervising Transportation Worker, DCS (employed in the Department of Children and Family Services)

ARGUMENTS

The parties each presented their respective cases at factfinding. The Union presented a PowerPoint, followed by four witnesses. The County presented its case via a presentation by its attorney, one witness and a binder of exhibits.

UNION'S ARGUMENTS

The presentation by the Union and the testimony of the witnesses raised the following concerns and arguments against adding a new section H to Article 43.

1. The County should use the definition of emergency, as used by the state and the county when declaring an emergency for disasters or for other types of emergencies, such as the COVID pandemic, in new section H.
2. The County may inappropriately use a right to involuntarily reassign employees as

“freeway therapy,” by sending employees to work locations that are geographically challenging due to distance or commuting patterns. Further, that the “freeway therapy” may be used as discipline without due process.

3. The Supervising Probation Officers are older and have physical limitations impacting their performance of the physical work involved in the supervision of youth in juvenile facilities. Supervising Probation Officers that have provided coverage at the juvenile hall facilities complained of being injured and being unable to do anything other than rest on their days off to recover from the physical strain of the juvenile hall assignment.
4. The current language in Article 43 permits the voluntary transfer of employees after management has identified where there is a need for the employees. The current rule of 3 permits the filling of any vacancies throughout probation and there is no need to add language related to involuntary transfers.
5. The language of Article 43 originated in 1974 and none of the 19 Probation Chief Officers has since identified a need to change the language of Article 43.
6. Involuntary reassignments may be made for arbitrary reasons, under the guise of an emergency.
7. A change to Article 43, may give the County carte blanche in moving staff for any or no reason, unless there is a clear definition as to when it could be invoked.
8. The physical fitness requirements for the juvenile facilities are level 4, while working in the field is level 2, The movement of employees who are working level 2 jobs to a job that is a level 4, may result in injuries when working at a juvenile hall.
9. Adding section H to Article 43 is putting a band-aid on a gunshot wound.
10. Employees who are moved to juvenile halls are unfamiliar with the procedures at the juvenile halls, as the rules change fairly frequently.
11. When a Supervising Deputy Probation Officer is moved from their regular assignment to a juvenile facility the community loses the protections being provided in the Supervising

Deputy Probation Officer's primary assignment.

12. Being moved to juvenile hall is a field demotion. It is where you start at and promote up from. It is not to be returned to by a forced move.
13. The staff being moved to juvenile hall are not versed on the policies, procedures, and requirements for working there, as they change over time.

COUNTY'S ARGUMENTS

The testimony and arguments provided by the County focused on the following concerns and arguments.

1. The County has been seeking to change Article 43 for some time and has negotiated either identical or similar changes in other MOUs negotiated by SEIU, Local 721 and AFSCME, Local 685, which represents the Deputy Probation Officers. County Exhibit 10.
2. The County provided the involuntary transfer language negotiated with SEIU, Local 721, for BU 122, Article 49, BU 221, Article 61 and BU 311, Article 56. County Exhibit 7.
3. The County provided the involuntary transfer language negotiated with AFSCME, Local 685, BU 701. County Exhibit 8.
4. The Union has a "me too" with AFSCME, Local 685, which SEIU has requested to invoke per the email from the SEIU, Local 721 President, set forth at County Exhibit 13. The Union is selectively seeking the economic improvements, but not the involuntary transfer language agreement that has been reached with AFSCME, Local 685 and is now a part of their MOU.
5. The County's juvenile facilities were audited and ultimately noticed of facility unsuitability of two of the juvenile facilities. A main reason for the two juvenile facilities being designated as unsuitable was being understaffed and out of compliance with state requirements BSCC Juvenile Title 15 Minimum Standards, sets forth the minimum staffing

requirements for the juvenile facilities.

6. On May 24, 2023, Stacey Ahaiwe Simpson sent an email to SEIU, Local 721, specifically Torres and Miller regarding a Staff Scheduling Notice that was to be sent soon thereafter. The memo stated:

“This correspondence serves to provide you with advanced notice that the Department will be issuing a message to all staff shortly. This message will be informing staff that all sworn personnel who are not currently assigned to work shifts in the halls will be required to work 1 shift per month at one of the two juvenile halls. This requirement will take effect June 1, 2023. This action is being taken as an additional and necessary step to address the staffing and safety emergency conditions in the halls and in line with Article 42-Section D of your unit’s MOU, which states in relevant part, “Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. At this time, employees will be given the option to schedule this shift either during their existing work schedule or as an overtime shift.”

7. The County requested that Article 43 be modified, to align with the AFSCME, Local 685, newly negotiated MOU language, which covers the Deputy Probation Officers.
8. The County presented that the change to Article 43 - Reassignments is imperative, as evidenced by the recent declaration of two juvenile hall facilities as unsuitable to house juveniles, primarily for lack of proper staffing at the facilities.
9. The County is seeking this language to ensure that the County is best equipped to meet its operational needs, particularly for mandated services.

ARTICLE 43 - REASSIGNMENT, NEW SECTION H

The language set forth by the County in the Last, Best, and Final Offer dated October 30, 2023, for Article 43 - Reassignments, New Section H is as follows:

“H. Notwithstanding the preceding provisions of this Article, Involuntary Transfers may occur due to emergency, or to address staffing or operational needs of the Department. The Chief Probation Officer shall consider the nature of the emergency, staffing, or operational needs when determining the necessity for involuntary Transfer.”

The Union’s counter proposal to the County’s Last, Best, and Final set forth above is dated August 9, 2023, is as follows:

“H. Involuntary Transfers. As used throughout this Section, the term “transfer” refers to a change of an employee’s assigned work location or work shift. Under no circumstances will a transfer under this Section result in an employee working outside of their job classification.

Notwithstanding the preceding provisions of this Article, Involuntary Transfers may occur due to emergency, as defined under section 2.68.050(1) of the County Code ~~or to address staffing and operational needs of service.~~ The Chief Probation Officer shall consider the nature of the emergency, staffing, or operational needs when determining the necessity for Involuntary Transfers. The Chief Probation Officer shall not order an Involuntary Transfers without good cause.

1. Voluntary Displacement. If the Chief Probation Officer determines that there is a necessity for Involuntary Transfers, the Department shall first solicit volunteers who are

willing to be displaced. Any employee who volunteers to be displaced will have the right to return to their original assignment within thirty (30) days.

2. Involuntary Displacement. If the Department is not able to fulfill staffing requirements through the use of volunteers, it may order involuntary displacements. Involuntary displacements will follow seniority order, with the least senior employees being transferred first. Affected employees will receive at least ten (10) days' written notice prior to being displaced. Any employee who is involuntarily displaced shall be returned to their original assignments within thirty (30) days."

To determine the scope of an emergency, as set forth in the Union's August 9, 2023, proposal the Los Angeles County Code definition of emergency, along with the California Government Code's definition of emergency were reviewed and are set forth below.

Los Angeles County Code, Section 2.68.050 (j) defines emergency as:

"Emergency" includes a "local emergency," "state of emergency," and a "state of war emergency" as defined in the California Emergency Services Act;

The California Emergency Services Act, set forth at California Government Code Section 8558, defines emergency as follows:

8558. Three conditions or degrees of emergency are established by this chapter:

(a) "State of war emergency" means the condition that exists immediately, with or without a proclamation thereof by the Governor, whenever this state or nation is attacked by an enemy of the United States, or upon receipt by the state of a warning from the federal government indicating that an enemy attack is probable or imminent.

b) "State of emergency" means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions

such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, electromagnetic pulse attack, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy or conditions causing a "state of war emergency," which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the Public Utilities Commission.

(1) "Local emergency" means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, deenergization event, electromagnetic pulse attack, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage or deenergization event that requires extraordinary measures beyond the authority vested in the Public Utilities Commission.

(2) A local emergency proclaimed as the result of a deenergization event does not trigger the electric utility obligations set forth in Public Utilities Commission Decision 19-07-015 or its successor decisions as related to deenergization events. A local emergency proclaimed as the result of a deenergization event does not alter the electric utilities' Public

Utilities Commission-approved cost-recovery mechanisms for their own costs associated with deenergization events.

(Amended by Stats. 2022, Ch. 537, Sec. 1. (SB 468) Effective January 1, 2023.)

(b) "Political subdivision" includes any city, city and county, county, district, or other local governmental agency or public agency authorized by law.

ANALYSIS AND RECOMMENDATIONS

The impasse with SEIU Local 721, Business Unit (BU) 702, Supervising Deputy Probation Officers is solely regarding the language of Article 43, New Section H, and the involuntary transfer of bargaining unit employees in emergent situations. Though the County has been seeking the changes presently sought in Article 43 over the span of many years, it is this year that the matter has become critical mass for the County, due to the State's declaration that two juvenile facilities are out of compliance with the State level operational requirements and absent the necessary corrections will be shut down. The County has been successful in negotiating with other the Bargaining Units at the County, including other SEIU Local 721 Bargaining Units, to add language to permit the County to make involuntary reassignments of staff in the respective Bargaining Units.

The transfer language that has been agreed to in the other MOUs is as follows:

1. SEIU Local 721, Supervising Administrative, Technical and Staff Services Employee Representation Unit.

"However, this Article, in no way, is intended to limit management's authority to make appointments."

2. SEIU Local 721, Paramedical Technical Employee Representation Unit.

"A. In the case of Management initiated transfer of an employee that is based upon the needs of the service, Management shall give at least ten (10) business days written notice to the affected employee, unless an emergent situation necessitates an immediate transfer. In

the case of an emergent situation, the transfer of the employee will continue only for the duration of the emergency.

B. When the demands of the service require that an employee be transferred, the selection of the employee transferred shall be based upon the needs of the operation, and/or based upon the skills and competencies. In the selection process, Management will, in the following order consider: (1) all transfer requests previously received, (2) request volunteers, (3) consider selection transfers on the basis of inverse County seniority along with geographic preferences. Only after such consideration of numbers 1-3, selection will be made based upon the needs of the service that might mandate a selection outside of numbers 1-3 stated above in this section.”

3. SEIU Local 721, 311 MC, Registered Nurses Employee Representation Unit.

Section 5. Intra-facility Reassignment within DHS

“A. Intra-facility reassignment within DHS refers to management-initiated change of assignment within a DHS facility to meet the needs of the service.

B. Management may consider the following when initiating reassignment(s):

- Employee skills and competencies*
- Volunteerism*
- Inverse seniority by classification, by unit, by shift.*

4. AFSCME Local 685, 701 JSH, Deputy Probation Officers Employee Representation Unit.

Section 1, Paragraph 2.

“Where Management must make a change because of an emergency, it shall notify the union immediately but shall make the necessary change to meet the emergency. For purposes of this Memorandum of Understanding, “emergency” is defined as an unforeseen circumstance requiring the immediate implementation of the proposed action, such as a natural disaster or civil disturbance.”

Section 2.

“Notwithstanding the provisions of Article 16, or the preceding language in this Article, Involuntary Transfers may occur due to emergency, or to address staffing and operational needs of service. The Chief Probation Officer shall consider the nature of the emergency, staffing, or operational needs when determining the necessity for involuntary Transfers.”

The County has a duty, to provide State mandated services, such as juvenile housing facilities for incarcerated youth. The proposed New Section H, Article 43 has taken on heightened importance, though sought over many years by the County, due to the staffing shortage at two juvenile facilities. The definition of emergency as proposed by the Union is no different than the State and County’s present definition of emergency for the purpose of invoking a state of emergency for natural disasters and the like. That definition does not address the emergency of providing County services when facing staffing or other challenges, that are severe enough to obliterate the County’s ability to provide legally mandated County services. Therefore, a more practical definition of emergency is both necessary and appropriate.

Further the Union’s proposal is complicated by restrictions, such as an employee cannot be assigned out of class. The staffing issues presently being faced by the County are impacting the provision of mandated County services. To restrict the use of employees in either higher, lower or different classifications than the classification in which they are presently working is restrictive to curing an emergent staffing deficiency that is impacting operational viability of a mandated function.

The Union, in defense of not agreeing to changes in Article 43, and counter proposing with the language set forth above, has raised concerns regarding the abuse of the transfer provision by County leadership, by using a reassignment as “freeway therapy” to exact discipline on an employee, absent due process, as opposed to otherwise moving the employee due to an emergent

situation. It was stated by the County and is contained with the MOU, that the Union has the right to grieve any matter wherein it is alleged that the County's move of an employee is inappropriate and is being done to exact discipline, absent the utilization of appropriate disciplinary processes. The Union retains the right to grieve abuses by the County, should they occur, related to the movement of employees and/or the length of time of reassignment.

The Union raised concerns regarding employee fitness for working in the juvenile facilities and the impact of the loss of employees in their primary assignments. This is a matter for the County to determine both its staffing needs and operational priorities. Admittedly, the County prefers to have County positions filled with qualified employees who regularly report to work, negating the need to move employees to ensure the delivery of County mandated services. However, there is no disagreement regarding the difficulties with filling the positions needed to staff the juvenile facilities and the need to reduce the rate of absenteeism.

The Union also raised the concern as to the length of an emergency assignment. It is acknowledged by the County and the Union that the juvenile facility concerns developed over a span of time and are directly caused, in great part, by the chronic absenteeism of juvenile facility employees, thus necessitating the movement of employees from other assignments to ensure the proper staffing ratios to run the juvenile facility. It was acknowledged by the County and the Union that it has been harder to both hire and retain employees in recent years, which has impacted not only the juvenile facilities, but other County operations as well.

The County and the Union acknowledged that there is a pattern of "me too" bargaining by the Union with AFSCME Local 685. In the current negotiations the Union wishes to exercise the "me too" for the economic improvements negotiated by AFSCME Local 685 but has rejected the language which addresses the involuntary movement of employees by the County in emergent

circumstances.

The Union, by counter proposing the County's Article 43 language proposal, indicated an effort to make movement to address the County's need for relief in making staffing assignments when there are emergent conditions to be addressed. However, the County found the Union's counter proposal to be too onerous to effectively address the County's emergency staffing concerns.

It is recommended that the County and the Union agree on either the County's Article 43, New Section H proposal or adopt the language as set forth in the AFSCME, Local 685 MOU for the Deputy Probation Officers.

Respectfully submitted by Brenda Diederichs, Factfinder, on April 10, 2024.

Brenda Diederichs

Factfinder, Attorney

Law Office of Brenda Diederichs