

PPOA ULP BASIS OF CHARGE – BODY WORN CAMERA POLICY

Since 2024, PPOA and the County of Los Angeles Sheriff's Department ("Department" or "LASD") have been in negotiations regarding the Department's incorporation of body worn cameras for use in Custody Services Division, which encompasses the Department's various custody jail facilities across the County of Los Angeles. These negotiations were centered around the proposed amendment/addition of the Los Angeles County Sheriff's Department's Custody Division Manual (CDM) section 3-06/055.15, "Body Worn Cameras." ("BWC policy").

For background, a timeline of the negotiations regarding the BWC policy is as follows:

- 05/02/2024 - LASD sent proposed addition to CDM 3-06/055.15 for PPOA's review
- 05/07/2024 - PPOA requested to meet and confer ("M&C")
- 06/18/2024 - LASD requested policy suggestions from PPOA
- 06/27/2024 - M&C #1 with LASD...PPOA submitted questions & concerns for M&C
- 07/08/2024 - Received ALADS counterproposal
- 07/09/2024 - PPOA made edits to ALADS counterproposal
- 09/24/2024 - PPOA sent proposed changes and comments to LASD's Bureau of Labor Relations and Compliance ("BOLRAC")
- 11/05/2024 - PPOA advised by LASD that BWC policy still being reviewed by Custody executives
- 11/18/2024 - LASD sent response to PPOA's proposed changes
- 12/10/2024 - M&C #2 with LASD
- 02/04/2025 - PPOA requested a copy of most recent policy revisions / requested another M&C
- 02/05/2025 - LASD sent most recent version of the BWC policy / advised ALADS still reviewing
- 03/06/2025 - Received ALADS edits to Policy
- 03/27/2025 - M&C #3 with LASD / PPOA sent proposed changes to policy
- 04/10/2025 - LASD sent response to PPOA proposal / correction re allotted time to review policy
- 04/11/2025 - PPOA advised further M&C required due to confusing policy changes
- 04/15/2025 - LASD sent PPOA dates to M&C / PPOA inquired whether LASD is willing to change position

On April 24, 2025, PPOA and the Department held their fourth meet and confer to discuss the Department's BWC policy. Furthermore, on April 25, 2025, PPOA submitted a Request for Information ("RFI") to Lieutenant Juan Rivera at the Bureau of Labor Relations and Compliance seeking information relevant to the ongoing negotiations regarding the BWC policy [attached hereto as Exhibit A]. PPOA also sent additional proposed edits to the Department's BWC policy consistent with ongoing meet and confer efforts.

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However, despite this long history of negotiations and PPOA's outstanding request for information, on April 28, 2025, Lieutenant Juan Rivera sent an email to PPOA and its counsel indicating that the Department would unilaterally implement Version 12 of CDM 3-06/055.15 Body Worn Cameras as its last, best, final offer by close of business on April 28, 2025. Upon receipt of this email, PPOA requested the Department to cease and desist implementation of the BWC policy as the policy is still under active meet and confer. Despite PPOA's request, to date, the Department has not rescinded the BWC policy and has already published the new BWC policy online.

PERB has made clear that, "An employer's unilateral change to employment terms 'makes impossible the give and take that [is] the essence of labor relations.' *San Ramon, supra*, PERB Decision No. 2571-M, p. 12 quoting *Vernon Fire Fighters v. City of Vernon* (1980) 107 Cal. App. 3d 802, 823.) Where conduct is alleged to constitute a per se violation of the duty to bargain, it may also indicate the absence of subjective good faith in support of a bad faith bargaining charge." *IBEW Local 18 v. City of Glendale* (2020) PERB Decision No. 2694-M, p. 67-68. To the extent that the Department may assert that the parties were at impasse and no more bargaining was required, the record is clear that the Department unilaterally implemented the BWC policy during an active negotiation period and prior to responding to PPOA's lawful RFI. PERB has determined that "[a] bona fide impasse exists only if the employer's conduct is free of unfair labor practices; its right to impose terms and conditions at impasse is therefore dependent on prior good faith negotiations from their inception through exhaustion of statutory or other applicable impasse resolution procedures." *Fresno County In-Home Supportive Services Public Authority* (2015) PERB Decision No. 2418-M, P. 54-55

Furthermore, regarding PPOA's outstanding RFI, a union is presumptively entitled to information that is necessary and relevant to the union in exercising its right to represent bargaining unit employees regarding mandatory subjects of bargaining, including but not limited to discipline, retirement benefits, workplace safety, and hostile work environment issues. *Contra Costa Community College District* (2019) PERB Decision No. 2652, pp. 15-16; See Also *County of Tulare (Service Employees International Union Local 521)* (2020) PERB Decision No. 2697M, P. 12. An employer must normally provide an exclusive representative with all information that is necessary and relevant to its right to represent bargaining unit employees regarding mandatory subjects of bargaining. *Butte-Glenn Community College District* (2022) PERB Decision No. 2834, p. 9; *City and County of San Francisco* (2020) PERB Decision No. 2698-M, p. 6; *Contra Costa Community College District* (2019) PERB Decision No. 2652, pp. 5, 16-17; *Sacramento City Unified School District* (2018) PERB Decision No. 2597, p. 8. "The employer's duty to furnish information, like its duty to bargain, 'extends beyond the period of contract negotiations and applies to

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labor-management relations during the term of an agreement.’ [Citation.] This includes information needed to police and administer an existing CBA, including grievance processing.” *City of Burbank* (2008) PERB Decision No. 1988-M, p. 9; *Hacienda La Puente Unified School District* (1997) PERB Decision No. 1184; *NLRB v. Acme Industrial Co.* (1967) 385 U.S. 432.

Based on the conduct described above, the Department breached its obligation to negotiate in good faith with PPOA in violation of Section 5.04.240 of the County Code, the MMBA and relevant caselaw. Moreover, the Department failed to submit any response to PPOA’s lawful request for information prior to unilaterally implementing the BWC policy also in violation of Section 5.04.240 of the County Code, the MMBA and relevant caselaw. Considering all the foregoing, ERCOM should grant the remedies requested by PPOA and supported by the MMBA/caselaw.