



## LOS ANGELES CITY EMPLOYEE RELATIONS BOARD

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R. Douglas Collins  
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Rosalinda Lugo, Ed.D.  
Vice-Chairperson  
Christine Diaz-Herrera  
Brenda Suttonwills  
Dianne Baquet Smith

Molly Kagel  
Executive Director

### MINUTES OF MEETING

Monday, March 23, 2026

9:30 A.M.

#### BOARD MEMBERS PRESENT:

R. Douglas Collins  
Rosalinda Lugo  
Christine Diaz-Herrera  
Brenda Suttonwills  
Dianne Baquet Smith

Chair Collins called the meeting to order at 9:30 a.m. Chair Collins, Vice Chair Lugo, Member Suttonwills, and Member Baquet Smith were present in person; Member Diaz-Herrera was present via Zoom.

- 1. Public comments on matters within the Board's jurisdiction. A maximum of ten minutes will be provided for members of the public to address the Board on items of interest that are within the jurisdiction of the Board. Said ten minutes shall be equally divided among speakers, not to exceed five minutes per speaker.**

There were no public comments.

- 2. Minutes of the Board meeting of February 23, 2026.**

Member Baquet Smith moved to approve the February 23, 2026 Minutes; seconded by Member Suttonwills; the motion carried unanimously.

- 3. Executive Director report:**

- a) New unfair relations practice claims filed.**

Executive Director Kagel informed the Board that six new Unfair Employee Relations Practice charges had been received and processed since the Board's February meeting:

- 1) UERP 2288 filed by Service Employees International Union Local 721 against the Department of Public Works: Bureau of Street Lighting alleging a unilateral change to employees' work schedules.

2) UERP 2289 filed by American Federation of State, County, and Municipal Employees (AFSCME), Local 3090 against the Department of Public Works: Bureau of Sanitation alleging a unilateral implementation of a rule related to FMLA.

3) UERP 2290 filed by AFSCME Local 3090 against the Los Angeles World Airports alleging a unilateral decision to move and eliminate job classifications.

4) UERP 2291 filed by Los Angeles Airport Peace Officers Association against the Los Angeles World Airports alleging retaliation and domination with respect to revoking release time.

5) UERP 2292 filed by AFSCME Local 3090 against the Los Angeles Chief Administrative Officer alleging bad faith bargaining when refusing to implement an agreed-upon telework schedule.

6) UERP 2293 filed by United Firefighters of Los Angeles City Local 112 against the Los Angeles Fire Department alleging bad faith bargaining and unilateral implementation of a new policy related staffing levels, overtime, and use of compensatory time off and vacation compensation.

**b. Status of impasses.**

On February 23, 2026, United Firefighters of Los Angeles City, Local 112 (UFLAC 112) and the Los Angeles Fire Department (LAFD) filed a joint notice of impasse over bargaining on three remaining terms for a staffing model for the parties to follow when involuntary overtime is needed to fill vacancies after the exhaustion of voluntary overtime. Because the notice was a joint filing, the parties are discussing whether they would like to proceed with mediation with the California State Mediation & Conciliation Service or if they would like to proceed directly to fact-finding.

**c. Administrative matters, if any.**

Executive Director Kagel reported that two new arbitrators were added to the ERB's Roster of Arbitrators: Renee Mayne and Gina Rocanova. Both have comprehensive resumes and experience and both sit on the Federal Mediation & Conciliation Services roster of arbitrators. The Office will also begin the process of updating the arbitrators' resumes and fee schedules as well as revising and updating the various ERB forms available on the ERB's website.

**4. Consideration of requests to withdraw various matters, if any.**

There were no requests to withdraw any matters.

**5. Recommending appropriate action on Petition C1019, filed by Los Angeles Department of Water and Power Management Employees Association seeking accretion of the classes Corporate Services Manager 1, Corporate Services Manager II, Corporate Services**

**Manager III, and Corporate Services Manager IV (class code 9107) to the LADWP Management Employees Unit (MOU 46).**

Executive Director Kagel noted that this matter was on the agenda for the Board to order posting. Member Baquet Smith moved to approve the posting; seconded by Member Suttonwills; the motion carried unanimously.

**6. Consideration of Personnel Department Reports and Draft Decisions and Orders in ERB 638 in the matter of Petition C1017, filed by International Brotherhood of Electrical Workers, Local 18 seeking accretion of the class of Elevator Repair Supervisor (class code 3869) to the Supervisory Blue Collar Unit (MOU 51).**

The Personnel Department opined that the accretion of the class of Elevator Repair Supervisor (class code 3869) into the Supervisory Blue Collar Unit is appropriate. Member Baquet Smith approved the draft decision and order accreting the classification; Member Suttonwills seconded; the motion passed unanimously.

**7. Consideration of Appeal of Executive Director's determination that a prima facie case was not pled in Unfair Employee Relations Practice Claim 2249, filed by Mario Nunez against United Firefighters of Los Angeles City, Local 112 (UFLAC Local 112), alleging a violation of the duty of fair representation.**

Armando Carranza appeared on behalf of Mario Nunez, the Charging Party. Attorney Dana Martinez of Bush Gottlieb, ALC appeared on behalf of UFLAC Local 112. UERP 2249 alleges that the UFLAC Local 112 negligently represented the Charging Party in his Board of Rights hearing and refused to pay for the Charging Party's arbitration. Carranza disputed the letter that the Executive Director issued dismissing UERP 2249 for failing to establish a prima facie case. Carranza stated that dismissal blocks meaningful access to arbitration for a variety of reasons, which he claimed is guaranteed by the Employee Relations Ordinance and the MOU between UFLAC Local 112 and the Los Angeles Fire Department (LAFD), and that UFLAC Local 112 did not exercise reasonable discretion when refusing to fund the Charging Party's arbitration after requesting arbitration with LAFD. Martinez agreed with the Executive Director's decision, stating that the Charging Party has the right to pursue arbitration on an individual basis pursuant to the Firefighter Bill of Rights and that the Union is not obligated to fund the arbitration. Chair Collins explained the legal premise that the union, rather than an individual, controls the grievance and arbitration process, especially in light of high expense associated with taking a matter to arbitration.

Vice Chair Lugo moved to accept the Executive Director's letter to dismiss UERP 2249 for failing to establish a prima facie case; Member Suttonwills seconded; the motion passed unanimously.

**8. Consideration of further processing of the following Unfair Employee Relations Practice claims:**

**a. UERP 2237 and UERP 2247, filed by Armando Carranza against the Los Angeles Fire Department, alleging retaliation.**

Armando Carranza appeared on behalf of himself, the Charging Party. Chief Patrick Leonard appeared on behalf of the Los Angeles Fire Department. Armando Carranza confirmed that he withdrew his submitted “Application Pursuant to ERB Rule 8.28 to Shorten Time Limits and Order Accelerated Action.”

**b. UERP 2272, filed by Christopher Curtis against UFLAC Local 112, alleging a violation of the duty of fair representation.**

Armando Carranza appeared on behalf of Christopher Curtis, the Charging Party. Attorney Dana Martinez of Bush Gottlieb, ALC appeared on behalf of UFLAC Local 112. The Charging Party alleges that UFLAC Local 112 violated its duty of representation owed to members in connection to an arbitration award issued involving a monetary remedy and asked that UFLAC Local 112 confirm the arbitration award; refrain from opposing third party members’ efforts to confirm the arbitration award in court; and ensure that the arbitrator is informed of all member monetary losses for the purposes of calculating an accurate remedy. Martinez asserts that the Charging Party has not established a prima facie case and that the ERB does not have jurisdiction to direct any of the requested remedies. Moreover, the parties to the arbitration have been compliant in calculating a proper remedy and there is still substantial time for UFLAC Local 112 to pursue confirmation of the arbitration award in court if necessary. Finally, Martinez represented that UFLAC Local 112 has been advocating vigorously on behalf of its members when apprising the arbitrator of the necessary monetary remedy. Chair Collins confirmed that the ERB does not have jurisdiction over the arbitration award and that UFLAC Local 112 does not have the obligation to comply with individual employee requests regarding the monetary remedy.

Vice Chair Lugo moved to dismiss UERP 2272; seconded by Member Suttonwills; the motion passed unanimously.

**c. UERP 2273, filed by Albert Vargas against UFLAC Local 112, alleging a violation of the duty of fair representation.**

Armando Carranza appeared on behalf of Albert Vargas, the Charging Party. Attorney Dana Martinez of Bush Gottlieb, ALC appeared on behalf of UFLAC Local 112. Carranza argued that UFLAC Local 112 failed to exercise reasonable discretion when it requested to arbitrate the Charging Party’s grievance and subsequently refused to fund the arbitration, blocking the Charging Party’s access to the arbitration forum. Carranza claims that the applicable legal precedent, the ERO, and the parties’ MOU requires the Union to proceed with the arbitration after requesting to arbitrate a grievance. Carranza further explained that he filed a motion to defer the issues underlying the UERP to the arbitration

process. Martinez explained that UFLAC Local 112 will request to arbitrate a grievance when the deadline contained in the MOU is close to tolling. In this instance, Carranza represented the Charging Party throughout the grievance procedure and then asked the Union to move the grievance to arbitration. Because UFLAC Local 112 had no knowledge of the grievance, UFLAC Local 112 requested arbitration to preserve the Charging Party's right to arbitration and then evaluated the grievance's merits through its internal procedure, eventually deciding that it would not take the grievance to arbitration. Chair Collins reiterated the legal precedent that the union, not the individual employee, is party to and controls the grievance process, including the right to withdraw its request to arbitrate a grievance at any point of the process.

Member Baquet Smith moved to dismiss the motion to defer and to dismiss UERP 2273; seconded by Member Suttonwills; the motion passed unanimously.

**d. UERP 2274, filed by Gabriela Mendo against UFLAC Local 112, alleging a violation of the duty of fair representation**

Armando Carranza appeared on behalf of Gabriela Mendo, the Charging Party. Attorney Dana Martinez of Bush Gottlieb, ALC appeared on behalf of UFLAC Local 112. Carranza stated that UFLAC Local 112 failed to exercise reasonable discretion when it requested to arbitrate the Charging Party's grievance and proceeded to refuse to fund the arbitration, blocking the Charging Party's access to the arbitration forum. Carranza further explained that he filed a motion to defer the issues underlying the UERP to the arbitration process. Martinez explained that when the request to arbitrate the Charging Party's grievance was presented to UFLAC Local 112, UFLAC Local 112 filed a request to arbitrate to preserve the Charging Party's right to arbitration. UFLAC Local 112 investigated the merits of the grievance but multiple requests for information submitted to the Charging Party and to Carranza went unanswered and the Charging Party has subsequently been terminated pursuant to a separate procedure, thus prompting UFLAC Local 112's decision not proceed with the arbitration. Chair Collins reiterated the legal precedent that the union, not the individual employee, is party to and controls the grievance process, including the right to withdraw its request to arbitrate a grievance at any point of the process.

Vice Chair Lugo moved to dismiss the motion to defer and to dismiss UERP 2274; seconded by Member Suttonwills; the motion passed unanimously.

**e. UERP 2278, filed by Armando Carranza against UFLAC Local 112, alleging a violation of the duty of fair representation owed to him and that the Union interfered with, intimidated, and restrained him in the exercise of his rights under the ERO.**

Armando Carranza appeared on behalf of himself as the Charging Party. Attorney Dana Martinez of Bush Gottlieb, ALC appeared on behalf of UFLAC Local 112. Carranza stated

that Martinez accused Carranza of harassing and threatening UFLAC Local 112 officers while he was engaging in protected activities. Carranza claims that these accusations came immediately after the Los Angeles Fire Department made false claims against him. Martinez stated that the ERB has no jurisdiction over this matter as this is an issue between UFLAC Local 112 and one of its members. She explained that Carranza had been sending messages to UFLAC Local 112 officers with increasingly aggressive, threatening, and harassing language and she attempted to professionally address the issue with Carranza in a private forum. In response to Member Suttonwills' inquiries, Carranza confirmed that the interaction did not affect his relationship with his employment. Suttonwills informed Carranza that the Board cannot police an internal discussion between a union member and a union if it does not affect the member's relationship with his employment.

Vice Chair Lugo moved to dismiss UERP 2278; seconded by Member Suttonwills; the motion passed unanimously.

**f. UERP 2275, filed by Los Angeles City Attorneys' Association against the Office of the Los Angeles City Attorney alleging an unlawful unilateral change of its telework policies.**

Attorney Howard Liberman of Mastagni Holstedt, A.P.C. appeared on behalf of the Los Angeles City Attorneys' Association (LACAA). Deputy City Attorney Ulysses Aguayo and Assistant City Attorney Vivienne Swanigan appeared on behalf of the Office of the Los Angeles City Attorney (Office of the City Attorney) and the City of Los Angeles. Liberman alleged that the Office of the City Attorney and the City of Los Angeles changed the parties' bargained-for telework policy without bargaining in good faith over either the decision to change the telework policy and the impacts of the change. Aguayo claimed that the UERP should be dismissed as, according to the language of the telework policy, LACAA waived its right to bargain over the decision to change the telework policy and waived its right to bring such issue as a basis of a UERP. Moreover, the Office of the City Attorney and the City of Los Angeles have bargained in good faith over the impacts of the change and have offered to continue bargaining. Liberman asserted that the referenced waiver is only applicable when the changes are done for operational needs, which LACAA claims has not been shown. Aguayo stated that the operational needs have been discussed between the parties when they have met to bargain over the impacts of the changes.

Liberman further claimed that the Office of the City Attorney and the City of Los Angeles did not properly follow impasse procedures. When asked by Chair Collins, Liberman expressed that LACAA would have interest in following impasse procedures but it would be difficult to do so while the changes to the telework policy were in effect. Aguayo and Swanigan stated that the last, best, and final offer provided to LACAA during bargaining

was a scrivener's error and that the Office of the City Attorney is not willing to rescind the changes but remains open to continue bargaining.

The parties engaged in additional discussion of the factual contentions of the parties with Member Baquet Smith stating that the language was clear that the decision to change the telework policy would not be grievable or the basis of a UERP. Given the multi-layered history of the subject and the proffered arguments, Vice Chair Lugo moved to send all of the issues alleged in the UERP 2275 to a hearing with the explicit understanding that the Hearing Officer would rule on the raised jurisdictional issues; seconded by Member Suttonwills; the motion passed three-to-two with Member Diaz-Herrera abstaining as she had been disconnected from the meeting's Zoom link and with Member Baquet Smith voting no.

- g. UERP 2279, filed by UFLAC Local 112 against the Los Angeles Fire Department alleging failure to meet and confer when making unilateral changes to the parties' vacation bidding procedures.**

Attorney Adrian Butler of Bush Gottlieb, ALC appeared on behalf of UFLAC Local 112. Chief Patrick Leonard appeared on behalf of LAFD. Butler explained that the matter concerns the LAFD's decision to unilaterally change the vacation bidding procedure, which made it virtually impossible for employees to bid on vacations longer than six days, when previously they were able to bid on segments up to 24 days. Chief Leonard claimed that there was no substantive change to how vacations are bid upon; LAFD merely transferred vacation bidding from a pen-and-paper process to an electronic one, which did not require a meet-and-confer process. In response to Chair Collins' inquiries, Chief Leonard confirmed that the number of days an employee could take off at one time did change but again emphasized that the total number of vacation days allotted to an employee did not change. Chair Collins expressed that it appeared a change did occur and the substantive question is whether such change is subject to negotiating with UFLAC Local 112. Executive Director Kagel suggested that the parties potentially mediate the issues after scheduling the matter for a hearing.

Member Baquet Smith moved to send UERP 2279 to a hearing; seconded by Member Suttonwills; the motion passed four-to-one with Member Diaz-Herrera abstaining as she had been disconnected from the meeting's Zoom link.

- h. UERP 2280, filed by UFLAC Local 112 against the Los Angeles Fire Department alleging a failure and refusal to provide requested information.**

Attorney Dana Martinez of Bush Gottlieb, ALC appeared on behalf of UFLAC Local 112. Chief Patrick Leonard appeared on behalf of LAFD. The parties confirmed that they are in the process of providing and reviewing the remainder of the information requests and requested that the case be continued to the following month's Board meeting.

Member Baquet Smith moved to continue consideration of UERP 2280 to the Board's meeting on April 27, 2026; seconded by Member Suttonwills; the motion passed four to one with Member Diaz-Herrera abstaining as she had been disconnected from the meeting's Zoom link.

- i. **UERP 2282, filed by Los Angeles Department of Water and Power Management Employees Association against City of Los Angeles Department of Water and Power alleging an unlawful unilateral change to the parties' policies, procedures and past practice regarding acceptable bases for terminating probationary employees.**

Attorney Laura Carver of Rothner, Segall & Greenstone appeared on behalf of the Los Angeles Department of Water and Power Management Employees Association (MEA). Lee Turner and Thomas Simonovski appeared on behalf of the Los Angeles Department of Water and Power (LADWP). Carver explained that this matter concerns LADWP's justifications for terminating employee Linda Ikegami, who had been terminated from her probationary position as a Retirement Plan Manager for conduct occurring in her previous position as a Staff Assistant. Carver asserted that terminating a probationary employee for actions taken in a previous position contravenes the parties' past practice and policies for disciplining probationary employees, especially as such a change essentially robs probationary employees of any appeal rights since probationary employees are not able to appeal any disciplinary procedures.

Turner claimed that LADWP did not terminate Ikegami; LADWP issued a recommendation to terminate Ikegami and Ikegami subsequently chose to retire. There was no change to any of the policies at issue, especially as conduct in a past position affects performance in a probationary position, and the termination never came to fruition. Simonovski further stated that MEA was aware of previous similar instances and is standard practice, which Carver disputed.

The parties discussed some of LADWP's concerns with MEA's requested remedies, such as circumventing the Civil Service Commission's appeal process and adjusting Ikegami's retirement; however, the Board clarified that if a Hearing Officer found in favor of MEA any Board-ordered remedy would only apply to the case at hand. Executive Director Kagel suggested that the parties could benefit from convening to explicate the issues behind the UERP.

Member Suttonwills moved to send UERP 2282 to a hearing; seconded by Vice Chair Lugo; the motion passed four-to-one with Member Diaz-Herrera abstaining as she had been disconnected from the meeting's Zoom link.

- j. **UERP 2287, filed by Service Employees International Union, Local 721 against Los Angeles Bureau of Sanitation alleging an unlawful unilateral change to how time is coded for union business.**

Attorney Katie Engst appeared on behalf of Service Employees International Union, Local 721 (SEIU 721). Paola Ferrari and Paul Girard appeared on behalf of the Los Angeles Bureau of Sanitation (the Bureau). Engst explained that SEIU 721 alleges that the Bureau made unilateral changes to how it codes time spent at union steward trainings, essentially changing it from time that does not require reimbursement by SEIU 721(UB time) to time that does require such reimbursement (UT time), without affording SEIU 721 with either notice or an opportunity to bargain over the change. Ferrari argued that the issue is untimely, as SEIU 721 has had ample notice of how the Bureau codes for union steward trainings, and that there also has been no change as the parties' agreements and past practice has only ever coded time spent at a union steward training as UT time. Engst stated that the Bureau has historically released union stewards under UB time for union steward trainings. Ferrari stated that the Bureau asked SEIU Local 721 for evidence of this during the parties' Rule 8 meeting so the parties could avoid going to a hearing and Engst said that providing such evidence was more appropriate in a fact-finding hearing.

Member Suttonwills moved to send UERP 2287 to a hearing; seconded by Vice Chair Lugo; the motion passed four-to-one with Member Diaz-Herrera abstaining as she had been disconnected from the meeting's Zoom link.

Member Baquet Smith moved to adjourn the meeting; seconded by Member Suttonwills; the motion passed four-to-one with Member Diaz-Herrera abstaining as she had been disconnected from the meeting's Zoom link.

MEETING ADJOURNED AT 12:11 p.m.



Molly Kagel, Executive Director  
Employee Relations Board