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March 31, 2025

Sent via email

Charging Party

Helen Pagan

Jametta Peck

Minerva Salguero

Koi Jackson

Mary Wells

Griselda Ramirez

Dena Gallegos

Accused Party

Hans Liang

Eddie Chism

Jonathan Byrd

Re: JUDICIAL PANEL CASE NO. 24-066

Pagan et al. v. Liang et al.

GREETINGS:

Please find enclosed Judicial Panel member Frank Piccioli's decision in the above-referenced case.

In Solidarity,

Carla Insinga
Judicial Panel Chairperson

Cl:spp

cc: Lee Saunders, President
Elissa McBride, Secretary-Treasurer
Walter Blair, Regional Director, O&FS
Megan Eierman, Assistant Regional Director, O&FS
Ling Esangga, AFSD
Esteban Lizardo, Esq. for the Accused Parties

JUDICIAL PANEL CASE NO. 24-066
Pagan et al. v. Liang et al.

On October 31, 2024, Local 685 members Helen Pagan, Jametta Peck, Rachel Malveaux, Theresa Mathenia, Nesreen Michael, Lyric Dill, Elaska Smith, Carmen Covarrubias-Holguin, Jennifer Dean, David Martinez Sr., Maria Delao, LaSherri Copeland, Rosabba Ramos-Castrejon, Gabriela Astorga, Dyneisha Austin, Pablo Contr, Gregory Blindman, Christopher Soto, Crescent Aniemeka, Sudria Andrews-Hawkins, Aisha Childs, Minerva Salguero, Charles Nogera, Raul Barraza, Koi Jackson, LaTonya Roebuck-Towsend, Vaham Yenovkian, Maricruz Arroyo, Harutyun Ketikyan, Lurene Norwood, Tyrone Harlow, Samuel Taylor, Joe Sepulueda, Albert Gomez, Mary Wells, Tashean Thomas, Armando Montalvo, Eric Rosales, Sutoya Allen, Tijera Thornton, Travon Jackson, Gerardo Garcia, Dena Gallegos, Dwayne Garner, Amanda Gonzalez, Lute Ika, Mary Iskander, Shirley Martin Kirkman, Laura Orosco, Stacey Lewis, and Griselda Ramirez filed charges with the Judicial Panel against Hans Liang, Eddie Chism, and Jonathan Byrd. The alleged violations occurred while Brother Liang served as the Local's president, Brother Chism served as the Local's vice-president, and Brother Byrd served as the Local's chief steward and second vice-president. Los Angeles County, California, Probation Department Employees Local 685 is affiliated with AFSCME California District Council 36; the California Labor Federation, AFL-CIO; and the Los Angeles County Federation of Labor, AFL-CIO.

After the accused parties were afforded the opportunity to provide a written statement on the matter of jurisdiction, the Judicial Panel assumed original jurisdiction

over the charges on November 26, 2024, pursuant to Articles X and XI of the International Constitution and Article VI, Section 2C of the Rules of Procedure of the Judicial Panel. The case was assigned to Judicial Panel Member Frank Piccioli after the parties were given an opportunity to strike names from a list of Panel Members, pursuant to Article XI, Section 8 of the International Constitution. After the initial trial date was rescheduled at the request of the charging parties and due notice was given to all parties, the trial was held on February 6, 2025, via Zoom. All testimony was made under oath, and a complete transcript was made by a professional court reporter.

THE PARTIES

Charging Parties Helen Pagan, Jametta Peck, Minerva Salguero, Koi Jackson, Mary Wells, Griselda Ramirez, and Dena Gallegos were present at the trial and not represented by counsel. Sister Pagan served as the spokesperson for the charging parties.

Charging Parties Rachel Malveaux, Theresa Mathenia, Nesreen Michael, Lyric Dill, Elaska Smith, Carmen Covarrubias-Holguin, Jennifer Dean, David Martinez Sr., Maria Delao, LaSherri Copeland, Rosabba Ramos-Castrejon, Gabriela Astorga, Dyneisha Austin, Pablo Contr, Gregory Blindman, Christopher Soto, Crescent Aniemeka, Sudria Andrews-Hawkins, Aisha Childs, Charles Nogera, Raul Barraza, LaTonya Roebuck-Towsend, Vaham Yenovkian, Maricruz Arroyo, Harutyun Ketikyan, Lurene Norwood, Tyrone Harlow, Samuel Taylor, Joe Sepulueda, Albert Gomez, Tashean Thomas, Armando Montalvo, Eric Rosales, Sutoya Allen, Tijera Thornton, Travon Jackson, Gerardo Garcia, Dwayne Garner, Amanda Gonzalez, Lute Ika, Mary Iskander, Shirley Martin Kirkman,

Laura Orosco, and Stacey Lewis were not present at the hearing. Article X, Section 14B of the International Constitution obligates the person(s) bringing the charges to appear at the trial. Because these members did not appear they are removed as charging parties to this case.

Accused Parties Hans Liang, Eddie Chism, and Jonathan Byrd were present at the trial and represented by Esteban Lizardo, Esq. At the trial Sister Pagan noted for the record that she, on behalf of the charging parties, had objected to Mr. Lizardo's representing the accused parties. She cited his representing the Local 685 membership as a conflict of interest because all Local 685 members pay dues. Her objection was noted at the time of the hearing, but the undersigned permitted Mr. Lizardo to represent the accused parties and deferred to a December 16, 2024, correspondence that was sent to all parties from the Judicial Panel Chairperson which responded to the charging parties' same objection. The Judicial Panel Chairperson cited Article III, Section 11 of the Rules of Procedure of the Judicial Panel which concerns attorney disqualification and determined that the provision does not take into consideration perceived conflicts of interest, but rather whether an attorney represents interests that are inconsistent with the interests of AFSCME or its members. The Judicial Panel Chairperson ruled that Mr. Lizardo could serve as counsel to the accused parties on these grounds because he did not represent interests inconsistent with the interests of AFSCME or its members.

EVIDENCE IN SUPPORT OF THE CHARGES

Sister Pagan was sworn in and testified in the narrative. (TR 25). She testified that the charges stem from lies told by the Accused Parties regarding Article XV of Local 685's contract because the membership was informed that there were no changes to this provision when in fact there was a change. The Local 685 membership would not have voted for the contract if they knew of the change to the emergency staffing provision. She asserted that at a membership meeting she and others questioned Brother Byrd who was asked why were they not given a copy of the contract to review so they could make an informed vote, and Brother Byrd allegedly replied that he and others did not think it was important, they thought it was enough that membership was told about what was in the contract. (TR 30-33).

Seeking to clarify Sister Pagan's testimony, the undersigned asked her if it was her testimony that tentative agreements (TA) were not given to anyone before they were issued. Sister Pagan testified that the agreements were never given to them. She added that there was an e-gram dated July 23, 2023, sent out concerning the tentative agreement, but changes to Article XV were omitted. (TR 33-34, 40).

Under-cross examination, Sister Pagan was asked if she had anything else beyond her testimony to provide the Judicial Panel regarding the collusion with management charge. Sister Pagan testified that she spoke with Theodore Cha, who was at the time the Local's treasurer, about involuntary transfers, and he told her that he would not approve

something like that. She testified that she trusted members of the executive board and she voted in favor of the agreement based on their representations. (TR 35-36).

Sister Pagan testified that the following members were on the Local 685 Executive Board while the contract was being negotiated and ratified: President Hans Liang; Vice-President Eddie Chism; Chief Steward Jonathan Byrd; Treasurer Theodore Cha; Recording Secretary Stacy Ford; Irene Gonzalez represented pre-trial members; Cory Racusin represented "GSN"; and Dwight Thompson was Vice-President of the Field. Sister Pagan confirmed that the executive board served as the negotiating team, but believes that the president, vice-president, and chief steward had more responsibilities with negotiating the contract. (TR 37-38).

Sister Pagan was also asked if she had any further information to share with the Judicial Panel regarding the charging parties' second charge, she testified that she did not. (TR 39).

Sister Pagan then called Sister Minerva Salguero as a witness. (TR 42). Sister Salguero testified in the narrative that the meeting referenced by Sister Pagan took place on March 14th, during that meeting she asked Brother Byrd why was she and others were not provided a copy of the agreement prior to their voting on it and he indicated that he did not think that the members wanted to read the agreement and what he thought they wanted was put in the e-gram. (TR 43-44).

Sister Salguero referenced e-grams that were sent to the membership about bargaining. She testified that on February 18, 2023, an e-gram (CP-1) was sent out

regarding bargaining ethics, in that correspondence it was mentioned that accounting supported mandatory permanent involuntary transfers, the e-gram mentioned agreement articles but did not specify the exact articles. There were other issues of bargaining referenced in this e-gram such as a cost-of-living-adjustment (COLA) that fell under Article XVI, but there was no mention of Article XV. (TR 46-47) (CP-1).

Sister Salguero also referenced a January 24, 2023, e-gram. (CP-2). She testified that in this e-gram, the membership was informed that the negotiation team was meeting with the county, the union had been presented with proposals and the union was going to counter the proposal. She testified that there was nothing in this e-gram or in other correspondence about what was in the county's proposal. (TR 48-49) (CP-2).

Sister Salguero then referenced a third e-gram, this one dated February 1, 2023. (CP-3). In this e-gram, Brother Liang, the Local's president at the time, provided the membership with an update of their bargaining rights, and they had a tentative agreement on many articles of the memorandum of understanding. (TR 49-50). Sister Salguero testified that this e-gram was vague and only highlighted five items, the first being a COLA over three years; the second being a signing bonus; the third being training time; the fourth being new language on wellness and training; and the fifth being the establishment of a new career path. (TR 50-51). She noted that in this e-gram, Brother Liang made reference to concerns that he had heard from members about Article XV but there was no substantive information in this e-gram. (TR 51) (CP-3). Sister Salguero concluded her testimony by asserting they were not presented with a draft of what was

being negotiated. (TR 51). Sister Salguero testified that the difference between the 2019 contract's Article XV and the current contract's Article XV is the addition of "Section 2." She added that the current contract permits members to be moved around by management based on natural disasters. (TR 52-54).

Under cross-examination, Sister Salguero testified that she and other members brought up the transfer rights issue in February 2023. She was asked to clarify if what they brought up was specifically Article XV, and Sister Salguero confirmed that they specifically mentioned Article XV. She further testified that evidence submitted by the Accused Parties concerning unfair labor practices charges are proof that they colluded with management. (TR 57-61).

Jametta Peck was then called to testify. (TR 62). Sister Peck cited the Bill of Rights for Union Members Number 7 of the International Constitution as being violated in referring to March 2024 meeting because Brother Byrd did not provide members with the "... proper tools. . ." to help them make a decision on the contract. (TR 62-64). Sister Peck testified that she raised her concerns with Joseph Clark of District Council 36, and she claims that he told her that "you are actually supposed to review the contract with the members and then make a vote on what is presented." (TR 64). Sister Peck further testified that some members never received a mail ballot, and were told the election would move forward even though the ballots would not get to them on time. She added only three hundred to four hundred members voted out of thousands. (TR 65-66).

Under cross-examination, Sister Peck was asked if she had given the Judicial Panel every fact she was aware of in support of the charge of collusion. She testified that she had given the Judicial Panel everything she had received, which was nothing, the contract was already complete. She also confirmed that she gave the Judicial Panel all the facts regarding the charge that members' interests were not kept track of. (TR 66-67).

Griselda Ramirez was then called as a witness. (TR 68). Testifying in the narrative, she confirmed the testimony of Sister Salguero and Sister Peck regarding the March 2024 meeting where Brother Byrd allegedly told members that it was not necessary for them to see the contract. She further testified that during negotiations, the executive board went around to different sites to meet with members about the negotiations and the contract. She asserted that the Article XVI provision was used as a "smokescreen" when members would ask specific questions about transfer rights pertaining to Article XV and they were never given a straight answer. It was never fully explained the impact that the addition of Section 2 to Article XV would have on the membership. Sister Ramirez noted that in one of the exhibits, Article XV was referenced as giving the chief officer the right to reassign members to juvenile hall. (TR 68-72).

Under direct examination by Sister Pagan, Sister Ramirez testified that she recalled Brother Byrd and union stewards coming to her office. She also recalled that she spoke to Brother Chism about the contract, in their conversation which she described as "very informal" Sister Ramirez asked Brother Chism about rumors that were out there regarding transfer rights, and Brother Chism purportedly told her that they did not "have

to worry about that, that there were no changes to the contract.” (TR 72-74). Sister Ramirez further testified that she and other members in her office made the decision to vote against the contract because they felt there was not full transparency regarding every aspect of the contract. (TR 74-75). Under cross-examination, Sister Ramirez testified that she provided the Judicial Panel with every fact that supports the charge of collusion and every fact that supports the charge of not keeping track of members’ interests. (TR 75-76).

Sister Dena Gallegos was then called as a witness. (TR 76). Testifying in the narrative Sister Gallegos recalled that on April 3, 2023, the executive board spoke with hundreds of DPO-2s that were reassigned at the training center. The executive board was with these DPO-2s because they had been reassigned, and the executive board told these members that they would fight against future reassignments or reduced reassignment time. She testified that at the time, they had been reassigned for nine months. She noted that the contract which was ratified a year later does the opposite of what they were told. She testified that she also did not get a ballot to vote, even after calling the office more than once. (TR 77-79).

Under direct examination by Sister Pagan, Sister Gallegos testified that she recalled Brother Hans Liang, Sister Stacey Ford, Brother Eddie Chism, Brother Dwight Thompson, and Brother Anthony Davis being present at the training center with the reassigned members and all parties gathered were very emotional about the reassignments. She testified that she feels betrayed by Article XV, Section 2, and if she had been aware of the provision she would have voted against the contract. (TR 80-81).

Under cross-examination, Sister Gallegos testified that she provided the Judicial Panel with every fact that supports the charge of collusion and every fact that supports the charge of not keeping track of members' interests. She confirmed that on April 23rd the executive board came to the training center for 100 officers who had been reassigned to juvenile hall, and she was one of those officers. She was asked why Brother Ford and Brother Thompson, if they were present at the training center, were also not listed on the charges, and she testified that if it were up to her the entire executive board and Mr. Lizardo would have been charged because they signed the contract. (TR 81-83).

Sister Koi Jackson was then called to testify. (TR 84). Testifying in the narrative, Sister Jackson confirmed the testimony of the other charging parties, that they never received a copy of the changed Article XV, and the executive board did not tell the truth to the members. (TR 85). Under cross-examination, Sister Jackson testified that she provided the Judicial Panel with every fact to her knowledge that supports the charge of collusion and every fact to her knowledge that supports the charge of not keeping track of members' interests. (TR 86). Sister Pagan was permitted to redirect Sister Jackson. Sister Jackson testified that Article XV affects her personally because she is temporarily disabled and goes home for 90 days without pay and last year, she was home for over six months without pay, as a result she has had to borrow money, and her health has been affected. (TR 86-87).

Sister Mary Wells was then called to testify. (TR 88). Testifying in the narrative, Sister Wells recalled that when they went to the meeting, members asked if the executive

board could talk about what was discussed during negotiations, and the executive board told them no. She testified that one time Dwight, Derrick, Chism, and Herman came to her office as executive board members and they never discussed putting Article XV in the contract. She asserted that after Brother Liang was voted out as president, he was given a position at headquarters under the chief probation officer and he has never been assigned or deployed, and this goes to him colluding with management. (TR 89-91). Under cross-examination, Sister Wells testified that she provided the Judicial Panel with every fact to her knowledge that supports the charge of collusion and every fact to her knowledge that supports the charge of not keeping track of members' interests. (TR 92). She was asked to clarify who from the executive board was present at the meeting at her office and she testified it was Brother Dwight Thompson, Brother Cookie Lamel, Brother Hans Liang, Brother Jonathan Byrd, and Brother Eddie Chism. (TR 93-94).

EVIDENCE IN REFUTATION OF THE CHARGES

Sister Celeste Coleman was called as a witness. (TR 96). She testified that from 2022-2023 she was a Local 685 Executive Board member and vice-president of the department of children and family services section of Local 685 and had been an executive board member for approximately eight years. Her fellow executive board members were President Hans Liang, First Vice-President Eddie Chism, Chief Steward Jonathan Byrd, Treasurer Theodore Cha, Recording Secretary Maryam Munir, Transportation Vice-President Anthony Davis, Pre-trial Services Vice-President Irene Gonzalez, Group Supervisor Vice-President Cory Racusin, Field Services Vice-President

Dwight Thompson, and Camp Vice-President Stacey Ford. Further, the Local 685 Executive Board is the primary negotiating team along with the Local's legal counsel and business representatives. Sister Coleman testified that Don Washington served as the Local's lead for the negotiations. And from 2022-2023 she was on the primary bargaining team for the two-year contract that was signed in 2023. (TR 96-100).

Regarding the lead up to the 2023 contract, Sister Coleman testified that as a member of the negotiation team she met directly with the county representatives and negotiated. She confirmed that the major issues and conditions for this contract were Article XV and Article XVI. She testified that Article XVI concerns seniority rights, and relayed that the last in is the first to go, "so the lower seniority you had, you would be more likely to be assigned or transferred to someone [sic] else. That meant not only in county. . . but work site location." (TR 100-102). She testified that in this round of negotiations Local 685 and the employer reached an impasse which required a mediator to come in which later allowed for a tentative agreement (TA) to be reached. When asked who approves TA's she testified that the executive board initially approves the TA and then the TA is taken to the membership for their approval or disapproval. (TR 103-104).

At an executive board meeting people asked about what was in the TA, in addition to covering salaries and bonuses, there was a lengthy discussion regarding Article XVI seniority rights. Sister Coleman explained that the county's position was to have the Local negotiate away its seniority rights and the TA they came to did not give those rights away. At this same meeting, Article XV was discussed. Sister Coleman explained that Article

XV gave the chief rights regarding deployments, specifically the right to decide who would be deployed. Prior to Article XV being changed department managers were permitted to deploy employees as well and deployments were inconsistent between departments, she provided an example where field services employees might be deployed by a manager, but the juvenile field manager would not deploy their employees. The change to Article XV gave the deployment decision discretion to the chief. (TR 103-107).

Sister Coleman testified that the entire executive board voted to approve the TA, and the contract was later put up for ratification by the membership. She added that the messaging that went out to the membership regarding the contract was put out by the entire executive board. No single executive board member made a decision for the entire board, she herself was a part of the approval process, and the contract was eventually ratified by the membership. (TR 108-109).

Under cross-examination by Sister Pagan, Sister Coleman confirmed that the 2023 contract applies to and affects herself. Sister Coleman noted that her division has different work site locations and if they are short staffed then management will assign members to be deployed based on seniority to other work locations. Sister Coleman testified that deployments or reassignment durations vary, some could last for as little as a day to as long as multiple months, the length of time spent deployed or reassigned is based on operational needs. When asked by Sister Pagan, Sister Coleman testified that she thinks Article XV, Section 2 was in the best interest of DCFS employees because it gives members

a clear understanding of who would make deployment decisions and who could be deployed, the decisions could not be based on factors such as favoritism or nepotism. (TR 109-113). Sister Coleman did not know if the Local 685 Executive Board presented the membership with copies of the draft contract and approximated that the executive board voted to approve the Article XV change sometime during the summer of 2023. (TR 114).

Sister Pagan asked Sister Coleman if she knew the executive board was giving away power to the chief to make decisions under Article XV decisions, but Sister Coleman did not agree with this characterization. She testified that the executive board was not giving power to the chief, Article XV always included the chief, and the chief already had the power to make deployment decisions. (TR 117). Sister Coleman was then asked to differentiate the language of the 2023 contract with that of the old contract, she testified that it is her understanding that the old language gave deputy chiefs and bureau chiefs the ability to deploy, the new language gave the right to the chief probation officer. (TR 120). Sister Coleman testified that the chief probation officer does not make reassignment decisions for DCFS. (TR 121).

Sister Coleman testified that she attended several meetings before the 2023 contract was ratified, she did not specifically recall members voicing their opinions about the contract at meetings but recalled discussions about emergency deployments. She did not recall DPO-2s being upset about the contract in early 2024 but rather in late 2024. (TR 121-123).

Sister Coleman was then asked what her opinion was of the union not giving the membership a copy of the contract. She testified that it is her belief that the members always have access to the contract once it is signed because it is posted on the Local's website, and a member can always call and get a copy of it once it has been ratified. (TR 125). Sister Coleman testified that drafts should not be made available prior to their signing because doing so could impact bargaining. (TR 126).

Dwight Thompson was then called as a witness. (TR 133). He testified that from 2022-2023 he served on the Local 685 Executive Board as the field vice-president, and he has been an executive board member for approximately 20 years. As the field vice-president, he represents all field deputies; field deputies are primarily classified as DPO-2 employees. He testified that the executive board's role in contract negotiations is to go around to members and talk to them about their concerns and needs, then bring those issues to the union's negotiator and executive board so those issues could be brought to the table. The union has used Don Washington as its negotiator for the past three negotiations, Washington was a negotiator for the county prior to him coming to the union's side and he has helped Local 685 at the bargaining table. (TR 133-136).

Brother Thompson testified that the 2023 contract expired in January of 2025. This round of negotiations was different than previous negotiations because the Local had reached an impasse with the employer and had to go to arbitration over the contract. He testified that a major contention that existed between the Local and the employer was over Article XVI seniority rights. (TR 137-139).

Brother Thompson was also asked if he could name who was on the executive board during this time, he testified that the following members served on the board: President Hans Liang, First Vice-President Eddie Chism; Chief Steward Jonathan Byrd; Cory Racusin for GSN; Transportation Vice-President Anthony Davis; Celeste Coleman for DCFS; Irene Gonzales for Pre-trial Services; Stacy Ford for Over Camps; Marva Lindsay for Detention Service; Treasurer Theodore Cha; and Sergeant-at-Arms Mike Davis. (TR 140). He testified that he recalled following mediation, in early June, the executive board having a meeting to review a presentation on the TA, and at this meeting the executive board reviewed the TA and discussed it. He testified that it was explained during this meeting that the Local's seniority and bidding rights were maintained, and the topic of staff reassignment was brought up. Regarding staff reassignment, he recalled that the prior contract's language permitted deputy chiefs to reassign members to different positions based on needs or emergency situations. The language was changed to only permit the chief probation officer to have staff reassignment authority and to declare staffing emergencies. (TR 140-145).

Brother Thompson testified that in May 2023, all of his members which include DPO-1s and DPO-2s were being assigned to juvenile halls. He was asked and he confirmed that both before and after the TA, members were reassigned to different work sites. In response to these reassignments, Local 685 filed several grievances and cease and desists, and held meetings with the employer. He was asked about members who were

sent home to burn their own time due to medical limitations and he testified that this is an illegal practice that still occurs. (TR 146-148).

Under cross-examination, Brother Thompson testified that he was present at every negotiation meeting. He was asked at what point did the executive board agree to add Article XV, Section 2 to the contract, and he testified that there was a vote by the executive board but because he did not agree with some of the language in the TA and his lack of clarity on some other language, he abstained from voting. (TR 149-150). Sister Pagan then asked him if he thought that the membership should be given the opportunity to read the agreement before it was voted on. Brother Thompson testified that after the executive board votes on a TA that it does go to members for their review, he added that he knew a lot of members had access to the TA prior to the vote. He confirmed that it is important that members be given a copy of the contract. (TR 150-154). Brother Thompson also testified that he was not aware that there was no mention of changes to Article XV in the probation e-grams. (TR 155).

Brother Thompson was asked if he could define an “emergency” in the context of the contract. He testified that an emergency is declared by the state and the county for natural disasters, human disasters, excess flooding, fires, earthquakes, power shortages, etc. (TR 158).

Cory Racusin was then called as a witness. (TR 161). He testified that he served on the executive board during 2022-2023 as the group supervisor vice-president, and he had been an executive board member for approximately 16 to 18 years. (TR 161-162). He

testified that when it comes to negotiations, executive board members add input in reference to their classifications and try to benefit their classifications.

He was asked if he could recall whether Article XV came up during negotiations, and he testified that Article XV had to do with employee relations and the emergency clause. He recalled that the difference between the 2023 contract and the prior one had to do with a change to how the department or county could justify that they were implementing an emergency. He testified that Article XV was discussed during executive board meetings, and it was his understanding that the change to Article XV would not have a major impact on the membership because there was already an emergency clause, the change basically required the department to have to justify in writing why it was declaring an emergency. (TR 162-165).

Under-cross examination, Brother Racusin testified that it was his belief that the language change was communicated to the members and the change was communicated through e-grams. He was then asked if it would be okay if the change was never put out through e-grams. Brother Racusin testified that the executive board generally notifies members of any policy issues, he is not sure if the information regarding Article XV was sent to the members, but he speculates that it was. He added that he spoke to members about the emergency clause. Sister Pagan then asked him if he could explain the emergency clause, and Brother Racusin testified that in the event an emergency is declared, the members technically become disaster service workers which allows for them to be assigned to different areas by the department. (TR 166-169).

Brother Jonathan Byrd was then called as a witness. (TR 174). Brother Byrd confirmed that he was on the executive board during 2022-2023 and he served as the chief steward and second vice-president, he has also served on the executive board for 17 years. A letter dated September 27th from Adolfo Gonzalez was entered into the record. (TR 174-175) (AP-1).

Brother Byrd testified that the letter is a notice of emergency from the probation department to the union and he was a recipient of the letter. In his letter, Gonzalez, the former chief probation officer, invokes Article XV to declare an emergency. (AP-1). Brother Byrd testified that the current chief is Guillermo Vierarosa, and a September 29th letter from Tim Pescatello was also admitted under Accused Party Exhibit 1. (TR 77-78) (AP-1).

Mr. Lizardo then entered into the record an unfair labor practice charge from August 10, 2023. (TR 179) (AP-2). Brother Byrd testified that he remembered this charge being filed based on the unilateral and involuntary transferring of 100 deputy probation officers from the field to the detention service bureau. Brother Byrd noted that this charge was filed under the old Article XV. Mr. Lizardo then entered into the record another unfair labor practice charge, this one dated June 6, 2024. (TR 81) (AP-3). Brother Byrd testified that this charge was filed under the 2023 contract's Article XV. (TR 182). Mr. Lizardo then entered into the record an e-gram dated June 26, 2023. (TR 184) (AP-4). Brother Byrd testified that the e-gram shows that the contract was ratified by the membership. (TR 184) (AP-4).

Brother Byrd was asked about the March 14, 2024, membership meeting. He testified that he recalled having an exchange with several people at the meeting about the information that they received before they got the contract, and that the Charging Parties' characterizing his response as saying something to the effect of "you guys didn't need to read that," is inaccurate. (TR 185-186). Brother Byrd testified that he told the membership "that the contract is always available online and when we go into negotiations, we send out the additional changes or summary of things that are substantial." (TR 186). He testified that the executive board decides what is in an e-gram's content when it regards contracts. (TR 187).

Under cross-examination, Brother Byrd testified that the executive board was responsible for content that appeared in the July 19, 2023, message that was sent to the membership, he noted that this e-gram was the same that was sent to the membership on June 8, 2023, it was re-sent because members were asking for certain terms of the contract. (TR 187-188). Sister Pagan asked Brother Byrd why there was no mention of any change to Article XV and he testified that this e-gram was sent with the ratification package. Article XV, Section 2 was deemed by the executive board as not being a substantial change to warrant being published in the e-gram because the addition of Article XV, Section 2 did not change what was already happening, it restricted an action taken by the department. Sister Pagan asked Brother Byrd if he could tell her the difference between Article XV, Section 1 and Article XV, Section 2, he testified that Article XV, Section 1 is the language of the prior contract. Article XV, Section 2 does not take away Article XV,

Section 1, but it limits who has Article XV, Section 1 authority and how entities can make that decision. (TR 188-189, 192).

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Charging Parties charge the Accused Parties with violating Article X, Section 2D of the International Constitution which provides that it is a chargeable offense to “[act] in collusion with management to the detriment of the welfare of the union or its membership,” and with violating the Bill of Rights for Union Members Number 7. The charges filed against Brother Hans Liang, Brother Eddie Chism, and Brother Jonathan Byrd assert that they colluded with management during the Local’s 2023 contract negotiation process by not disclosing to the membership the addition of “Section 2” to the prior contract’s existing Article XV ahead of the Local 685 membership’s ratifying the contract in June of 2023. The charges further assert that the Bill of Rights for Union Members Number 7 was violated because members were not fully informed of the provision prior to the contract’s ratification. The Charging Parties both through their charging document and testimony further assert that had the provision been disclosed, then the membership would have voted against the contract.

In reviewing the testimony heard and the evidence presented at the hearing, the undersigned is able to draw the following factual conclusions. Beginning in likely late 2022 and definitely in early 2023, Local 685 began negotiating a new contract (the 2023 contract) with management which continued in some ways the Local’s 2019 contract. The Local 685 Executive Board served as the Local’s negotiation team, and Brothers Liang,

Chism, and Byrd served on both bodies. In addition to subjects of bargaining such as pay raises and training, the negotiations team and management came to an impasse over Article XVI in the contract. Article XVI concerns seniority rights and discrimination protections, and it was the negotiations team's position to preserve the Local's rights under the 2019 contract. The executive board, in providing updates to the membership through electronic messages (e-grams) and meetings, frequently focused on Article XVI and the other items of bargaining. At the hearing, Brother Byrd testified that it was known that there were concerns from the membership about Article XV, but the executive board viewed the changes to Article XV as at best strengthening the union's position on involuntary staff deployments/reassignments and at worst having little to no effect on employment actions already being taken by management. The evidence submitted by the Charging Parties of communications sent to the members that contained information about bargaining did not mention changes to Article XV. It is also undisputed that there was a change made to Article XV from the prior contract to the 2023 contract. The 2023 contract added Section 2 to the agreement, which according to the testimony of those present at the hearing, vests reassignment/deployment rights with a single administrator and requires a written explanation for the administrator's invoking Article XV, Section 2 rights.

There was much testimony heard about how Article XV affects members, and little testimony or evidence presented to prove that Brothers Liang, Chism, and Byrd colluded with management, which would require some kind of proof or evidence of a dealing or

agreement between management and the accused parties, beyond an assertion by Sister Wells that following a Local 685 election that he lost, Brother Liang was given a position at headquarters and he has not been deployed since taking the position. That the language of Article XV was not advertised to members in e-grams, and, as alleged, that the proposed 2023 contract was not made fully available to members is not itself evidence of collusion.

It is noted that it is not improper for the executive board to not have included changes to Article XV in highlights that were sent out in e-grams. It would be improper though for members to not have been given access to a copy of the full contract ahead of a contract ratification vote. Members are granted under the Bill of Rights for Union Members Number 7 of the International Constitution the right to:

. . . Full participation, through discussion and vote, in the decision-making processes of the union, and to pertinent information needed for the exercise of this right. This right shall specifically include decisions concerning the acceptance or rejection of collective bargaining contracts, memoranda of understanding, or any other agreements affecting their wages, hours, or other terms and conditions of employment. All members shall have an equal right to vote and each vote cast shall be of equal weight.

This provision explicitly confers the right to members to review a contract that is before them for ratification. It was the testimony of most of the Charging Parties that the full contract was not provided to them prior to the contract vote. It was the testimony of the Accused Parties' witnesses and Brother Byrd that they had conversations with members about the contract and the contract was sent prior to the contract vote. Due to the

conflicting testimony, it is unclear whether the membership as a whole was provided the proposed contract, but the finding is made that the Charging Parties did not have access.

The Accused Parties raised a valid defense against the charges in that they were the only members of a ten-member executive board who all also served on the negotiation team who were charged. The Judicial Panel has long held that an executive board member cannot be held solely accountable for the actions or inactions of the entire executive board. In this case the testimony heard at the hearing indicates that the executive board made collective decisions in its approach to negotiating with management, and in its communications to the Local 685 membership about the status of negotiations and in highlighting items of bargaining.

The charges filed against Brother Hans Liang, Brother Eddie Chism, and Brother Jonathan Byrd cannot be sustained for all the above reasons.

DECISION

Brother Hans Liang, Brother Eddie Chism, and Brother Jonathan Byrd are found not guilty of the charges filed against them. The charges are dismissed.

March 31, 2025
Mesa, AZ

Frank Piccioli
Judicial Panel Member
AFSCME, AFL-CIO

October 31, 2024

Sent via email to:

AFSCME International Judicial Panel

Ling Esangga

Walter Blair

Greeting members of the Judicial Panel,

We, the undersigned members of AFSCME Local 685 formally submit charges against former Local 685 President Hans Liang, former 1st Vice President Eddie Chism, and current 2nd Vice President and Chief Steward Jonathan Byrd. These charges concern violations of the AFSCME International Bill of Rights, Section 7 and the AFSCME International Constitution, Article X, Section D.

Overview of Charges

The charges arise from the recent ratification of the August 8, 2023, contract, specifically concerning Article 15, Section 2 on involuntary transfers. The language added to section 2

Section 2 states:

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

Article X, Section D states:

"Acting in collusion with management to the detriment of the welfare of the union membership."

During the 2023 contract negotiations and subsequent presentations, the leadership should have disclosed this addition to the membership in general meetings, steward meetings, phone calls, or other communications. Furthermore, a Probation E-Gram disseminated by Jonathan Byrd on July 19, 2023, did not mention this significant change.

Impact on Membership

The inclusion of this clause grants extensive discretionary power to the Chief Probation Officer allowing involuntary transfers without adequate oversight. Members needed to be fully informed of the implications of this provision before voting on the contract. We strongly believe that, had the membership been fully informed, there would have been significant opposition to this addition which would have prevented the contract's approval in its current form.

Union leaders have a responsibility to provide transparent and accurate communication regarding contract terms and their implications. Failure to fulfill this duty violates the internal rules of AFSCME, potentially warranting disciplinary actions, including removal from office.

Consequences of Leadership Actions

The leadership's actions during the 2023 ratification process have undermined the trust of the membership in Local 685's representation. Due to the changes in Article 15, members have faced career impacts, including loss of income, health benefits, and severe personal hardships. Injured members have been denied accommodations, forced to use personal time, and subjected to other significant disruptions. These impacts violate the core principles of our union.

Requested Actions

In light of the above, we request the following actions:

1. Immediate voiding and renegotiation of the current August 8, 2023 contract
2. The removal of Jonathan Byrd from his position as 2nd Vice President and Chief Steward with a bar on holding any future office within Local 685, and suspension or removal of his membership.
3. A permanent prohibition on Eddie Chism from holding any future office within Local 685, along with a suspension or removal of his membership.
4. A permanent prohibition on Hans Liang from holding any future office within Local 685, with suspension or removal of his membership.

We trust that AFSCME International and the Judicial Panel will address these concerns promptly and fairly, restoring the union's integrity and trust. Should these matters not be addressed in good faith, we, the members of Local 685, will consider initiating the process to decertify our union.

Thank you for your attention to this critical matter.

Respectfully,

Helen Pagan



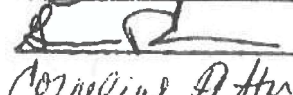
Jametta Peck



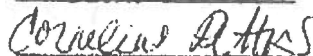
Minerva Salguero



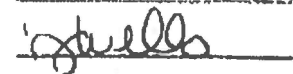
Griselda Ramirez



Cornelius Pettus



Mary Wells



Local 685 Members

see attachments