County of Los Angeles
**CHIEF ADMINISTRATIVE OFFICE**
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DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

March 8, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT FOR BARGAINING UNIT 612 – SUPERVISORY PEACE OFFICERS AND THE SUCCESSOR TO THE MEMORANDUM OF UNDERSTANDING FOR BARGAINING UNIT 612 - SUPERVISORY PEACE OFFICERS (3-VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve Amendment No. 2 to the MOU for the Supervisory Peace Officers employee representation unit (Unit 612), and the Successor MOU for bargaining unit 612.

2. Approve related changes for non-represented peace officers, as described herein.

3. Adopt the accompanying ordinance amending Title 5 and Title 6 of the Los Angeles County Code to implement the changes recommended herein.

**PURPOSE OF THE RECOMMENDED ACTION**

Negotiations with Unit 612 have been completed. The successor MOU for Bargaining Unit 612 has been ratified by the employee organization for a 3-year term covering the period of February 1, 2005 through January 31, 2008. The proposed Amendment No. 2 for Unit 612 reflects a mutual agreement between the parties to extend the ending dates of the existing MOU to cover the period while the parties were engaged in protracted negotiations.

## Implementation of Strategic Plan Goals

The recommended action supports the County's Strategic Plan Goal of Workforce Excellence by correctly reflecting the terms of the MOU.

## FISCAL IMPACT

The provision of the successor agreement is within the parameters established by your Board.

## FACTS AND PROVISIONS

Amendment No. 2 to the MOU for Unit 612 is a ministerial adjustment to extend the term of the MOU to January 31, 2005. Unit 612's new contract start date is also February 1, 2005.

The successor MOU provides salary increases of 3 percent (12 levels) on April 1, 2005 and 2 percent (8 levels) on December 1, 2005. Each member will receive a one-time Uniform Allowance Supplement of $2,500.

Further, the County will establish cumulative longevity pay increases of 3 percent (12 levels) after completion of 19 years of service, 4 percent (16 levels) after completion of 24 years of service, and 4 percent (16 levels) after completion of 29 years of service.

Your Board previously approved salary adjustments for non-represented peace officers of 2.5 percent on January 1, 2005 and 2.5 percent on January 1, 2006 subject to the same terms and conditions applicable to Board approved salary adjustments for other non-represented employees. Therefore, no further action is required with respect to general salary adjustments for non-represented peace officers. However, we are recommending that non-represented peace officers receive comparable adjustments relative to the uniform allowance and longevity pay provisions negotiated with Unit 612. In no event would any employee covered by the Management Appraisal and Performance Plan (MAPP) receive any adjustment unless he or she has received a performance rating of "Merit Performance" or better.

**CONCLUSION**

The accompanying amendment, MOU, and ordinance have been approved as to form by County Counsel.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:JA
PDC:df

Attachments

c: Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller

# AMENDMENT NO. 2
# MEMORANDUM OF UNDERSTANDING
# FOR JOINT SUBMISSION
# TO THE BOARD OF SUPERVISORS
# REGARDING THE
# SUPERVISORY PEACE OFFICERS
# EMPLOYEE REPRESENTATION UNIT

THIS AMENDMENT NO. 2 TO MEMORANDUM OF UNDERSTANDING made and entered into this 8th day of March, 2005,

BY AND BETWEEN

Authorized Management Representative (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County")

Professional Peace Officers Association (hereinafter referred to as "PPOA" or "Union").

WHEREAS, on the 1st day of October, 1999, the parties entered into a Memorandum of Understanding regarding the Supervisory Peace Officers Representation Unit, which Memorandum of Understanding was subsequently approved and ordered implemented by the County's Board of Supervisors; and

WHEREAS, as a result of mutual agreement, the parties desire to amend the Article 5 Term as set forth hereafter:

NOW, THEREFORE, the parties agree as follows:

1. Amend Article 5 – Term to reflect an extension of the term of the MOU as appended hereto.

2. This Amendment No. 2 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors and this Amendment No. 2 will be effective when and if approved by said Board of Supervisors in the same manner provided in Article 4, which was applicable to the implementation of the original Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 2 the day, month and year first above written.

PROFESSIONAL PEACE OFFICERS ASSOCIATION (PPOA)

By _____
President, PPOA

By _____
Executive Dir, PPOA

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

By _____
Chief Administrative Officer

By _____
District Attorney

By _____
Sheriff

ARTICLE 5 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 4, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m., On February 1, 2000. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on January 31, 2005.

# MEMORANDUM OF UNDERSTANDING FOR JOINT SUBMISSION REGARDING THE SUPERVISORY PEACE OFFICERS

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 8th day of March, 2005,

| | |
|---|---|
| BY AND BETWEEN | Authorized Management Representatives (hereinafter referred to as "Management) of the County of Los Angeles (hereinafter referred to as "County"), |
| AND | PROFESSIONAL PEACE OFFICERS ASSOCIATION (hereinafter referred to as "PPOA") |

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## ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered hereby, which understanding the parties intend jointly to submit and recommend for approval and implementation to County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Professional Peace Officers Association was certified on January 29, 1970, by County's Employee Relations Commission (Employee Relations Commission File No. R-22-69) as the majority representative of County employees in the Supervisory Peace Officers Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes PPOA as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in Appendix "A" attached hereto and incorporated herein, as well as such classes as may be added hereafter by the Employee Relations Commission.

## ARTICLE 3 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of PPOA and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions or affiliations.

ARTICLE 4 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

A. Acts, by majority vote, formally to approve said Memorandum of Understanding;

B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions of Articles; and

C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

Notwithstanding the above, the provisions of Article 22, Management Rights, which differ from Section 5 of the Employee Relations Ordinance, shall be implemented only by mutual agreement of the parties.

ARTICLE 5 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 4, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m., on February 1, 2005. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on January 31, 2008.

ARTICLE 6 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, its request to commence negotiations, as well as its initial written proposals for such successor Memorandum of Understanding no later than September 15, 2007.

Negotiations shall begin no later than October 15, 2007. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by November 30, 2007, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

Re-Opener Provision

The parties agree during the period of April 1, 2006, through May 30, 2006, to an economic re-Opener on general salary movement, salary structure changes, and operational issues. In the event the parties do not reach an agreement to change any economic or operational provision in this MOU by May 30, 2006, the current provisions of the MOU will remain in effect (status quo) during the term of the agreement. The parties by mutual agreement in writing may extend re-opener negotiations beyond May 30, 2006.

## ARTICLE 7 SALARIES

### Section 1. Recommended Salary Adjustment

The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit on the effective dates indicated:

| ITEM NO | ITEM CLASSIFICATION | EFFECTIVE DATE | NOTE | SCH | MINIMUM RATE | MAXIMUM RATE |
|---|---|---|---|---|---|---|
| 2719 | LIEUTENANT | CURRENT | | 99G | 6229.18 | 7738.55 |
| | | 04/01/2005 | | 100H | 6416.09 | 7970.82 |
| | | 12/01/2005 | | 101E | 6543.73 | 8129.36 |
| 2894 | LIEUTENANT,DA | CURRENT | | 99G | 6229.18 | 7738.55 |
| | | 04/01/2005 | | 100H | 6416.09 | 7970.82 |
| | | 12/01/2005 | | 101E | 6543.73 | 8129.36 |
| 2717 | SERGEANT | CURRENT | | 93C | 5242.00 | 6511.36 |
| | | 04/01/2005 | | 94D | 5399.09 | 6706.91 |
| | | 12/01/2005 | | 95A | 5506.00 | 6840.00 |
| 2891 | SUPVG INVESTIGATOR,DA | CURRENT | | 95C | 5533.45 | 6874.18 |
| | | 04/01/2005 | | 96D | 5699.55 | 7080.64 |
| | | 12/01/2005 | | 97A | 5813.00 | 7221.00 |

Employees in this bargaining unit who promote to the class of Lieutenant (Item No. 2719) and Sergeant (Item No. 2717) on or after January 1, 1999, shall retain their existing salary during the first ninety (90) days of their promotion. This provision shall also apply to employees who are promoted to the class of Lieutenant, DA (Item No. 2894) and Supervising Investigator, DA (Item No. 2891) on or after January 1, 2001.

Section 2. Step Advances

A. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

B. If no performance review is filed as defined in A. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph A. above, the employee may request his/her department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five (5) days of the employee's request. If said Performance Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

C. Grievances arising out of this Section shall be processed as follows:

1. Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the

Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee

shall be deemed competent and the step advance shall be processed within thirty (30) days effective to his/her step anniversary date.

2. Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within thirty (30) days effective to his/her step advance anniversary date.

3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) days of issuance with the department head or his/her designated representative who shall respond to the grievance within ten (10) days. Appeals from a department head shall be processed in accordance with Civil Service Rules.

D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this Section, the parties agree to meet and renegotiate this Section. In the event an agreement cannot be reached through negotiations, it is agreed that

PPOA may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3. Explosive Detail Bonus

Personnel in this Unit assigned on a permanent, full-time basis to explosive detail duty in the Sheriff's Department shall be entitled to compensation at a rate four (4) schedules higher than that established for their class when they have successfully completed special training.

Section 4. Additional Compensation - POST Certificate Bonus

In addition to the salary set forth for the classification in the Salary Article of this Memorandum of Understanding, employees covered by this agreement shall receive a twenty-six (26) standard salary "level" bonus for successful completion of Basic Post Training and/or presentation of the Peace Officer Standards and Training Certificate at the Basic level, commonly called a "Basic POST Certificate," or thirty-eight (38) standard salary "levels" for successful completion and presentation of the Intermediate Peace Officer Standards and Training Certificate, commonly called the "Intermediate POST Certificate," or fifty (50) standard salary "levels" for successful completion and presentation of the Advanced Peace Officer Standards and Training Certificate, commonly called the "Advanced POST Certificate", or the Supervisory Peace Officer Standards and Training Certificate, commonly called the "Supervisory POST Certificate", or the Management Peace Officer Standards and Training Certificate, commonly called the "Management POST Certificate."

The date on which training is completed, or the date of issue on said Certificate shall be the effective date for the award of the bonus for payroll purposes, except when new employees possess a POST certificate upon employment, then the date for the award of the bonus shall be the date of employment.

In no event shall an employee be compensated under this Section for any period of time such employee held a POST Certificate prior to January 1, 1986. The bonuses shall be considered as wages, and, upon promotions, employees shall be placed on a step in the new salary schedule which provides an increase in salary consistent with the provisions of Section 6.08.090 the Los Angeles County Code. Employees who do not qualify for the Basic POST bonus as set forth above, shall remain eligible for the twenty-six (26) standard salary "level" bonus by certifying to the Sheriff every six (6) months following July 1, 1979, that steps are being taken (training or education, not experience) to achieve the Basic POST Certificate.

Employees in this bargaining unit who are appointed to the rank of Sergeant (#2717) or Lieutenant (#2719) on or after January 1, 1999 shall not receive compensation for the Basic POST Certificate. This provision shall also apply to employees in the Office of the District Attorney who are promoted to the class of Lieutenant, DA (Item No. 2894) and Supervising Investigator, DA (Item No. 2891) on or after January 1, 2001.

Section 5. Sergeant Supervisory/Skill Bonus

A Sergeant who is regularly assigned to supervise or work with a Bonus II Deputy shall receive a supervisory/skill bonus of one standard salary schedule (2-3/4 percent), unless the difference in the skill pay between the Sergeant and the relevant Deputy, Bonus II, exceeds that amount.

Specifically, the supervisory/skill bonus shall be applied to all Sergeants assigned to the following units:

Detective Division

Narcotics Bureau, Major Violators;

Commercial Crimes Bureau, Forgery - Fraud Detail;

Commercial Crimes Bureau, Arson - Explosives Detail;

Homicide Bureau.

Technical Services Division

Scientific Services Bureau, Crime Lab - Firearms Identification;

Scientific Services Bureau, Crime Lab - Questioned Documents.

Region III

Special Enforcement Bureau, Emergency Services Detail.

Section 6. Shooting Bonus

The parties agree that the Shooting Bonus shall be as follows:

| | |
|---|---|
| a) Marksman | $2.00 per pay period |
| b) Sharpshooter | $4.00 per pay period |
| c) Expert | $8.00 per pay period |
| d) Distinguished Expert | $16.00 per pay period |

Section 7.

The parties agree that the recommended salaries set forth herein were negotiated in good faith, and were jointly determined independently of race, gender, age or national origin.

Section 8 Motorcycle Skill Pay

Effective August 1, 1992, Sergeants covered by this MOU and assigned full-time duty to the motorcycle patrol unit shall be compensated by a skill pay equivalent to 22 standard salary levels higher (approximately 5 ½%) than the monthly salary for the classification of Sergeant.

Section 9 Longevity Pay

Upon approval of the Board of Supervisors and implementation this MOU, members of this bargaining unit shall receive Longevity Pay in accordance with the following implementation schedule:

| | |
|---|---|
| 07/01/05 | 3% (12 levels) after completion of the 19th year |
| 01/01/06 | 4% (16 levels) after completion of the 24th year |
| 07/01/06 | 4% (16 levels) after completion of the 29th year. |

Longevity Pay is cumulative and shall constitute a base rate. Longevity Pay shall be paid for aggregate service as a Deputy Sheriff or District Attorney Investigator in the County of Los Angeles. Agency hire date as a safety employee for mergers and consolidations shall be recognized for purposes of longevity (no lateral law enforcement experience, military buy-back, or general County experiences counts towards qualifying for years of service for longevity pay).

## ARTICLE 8 OVERTIME

### Section 1. Compensation for Overtime Worked

A. Overtime for employees in this Unit in excess of the workweek, as defined by Section 7(a)(2)(c)) , shall be compensated by compensatory time on an hour-for-hour basis except as follows:

1. An employee shall accumulate overtime at a straight time rate to fulfill and maintain a corridor of 40 hours. All overtime accumulated over 40 hours, up to and including 160 hours, shall be paid at time and one-half unless the employee elects that such time be accumulated at a straight time rate and so indicates in the manner specified by Management.

2. Any employee who has credit for an accumulation of 160 hours of unused compensatory time off shall receive paid overtime at the rate of time and one-half his/her base rate for any overtime worked. An accumulated compensatory time off for which an employee has credit as of the effective date of this Article (July 1, 1997 per County Code Section 6.15.090, subsection 6) shall be counted in the 160 hours of compensatory time off specified above. In the event such accumulated overtime credit exceeds the 160 hours, such excess shall remain to the employee's credit.

3. Paid leave time does not count toward establishing overtime eligibility except when an employee uses holiday time, compensatory time off (accumulated overtime) or in the event an employee who uses accrued benefit time during a work week is ordered to work overtime, then the benefit time used shall count as hours worked.

An employee who uses accrued benefit time during a work week and volunteers to work additional hours may at his/her option accumulate said additional hours on a hour-for-hour basis to be used as compensatory time off.

Notwithstanding any other provision of this Section, employees required to attend unit meetings during otherwise off-duty time shall receive as compensation therefore credit for compensatory time not to exceed four hours per quarter. Any additional overtime as a result of such meetings during any quarter shall be compensated as provided in Subsection A.

B. Notwithstanding any other provision of this Article, the Department Head may order payment of overtime in lieu of permitting accumulation of compensatory time off if the Chief Administrative Officer or the Board of Supervisors agree there is a need for such payment.

Section 2. Usage of Compensatory Time Off

A. Accumulated compensatory time may be taken off by an employee with prior approval of Departmental management.

B. Accumulated compensatory time off for over 40 hours shall be taken off by an employee when directed by Departmental Management, provided, however, that Management will give an employee at least seven (7) business days' notice prior to the date the directed compensatory time off is to be taken ("business day" means calendar days exclusive of Saturdays, Sundays and legal holidays); however, no employee shall be directed by Departmental Management to take off all or any part of the first 40 hour corridor which may be accumulated in accordance with Section 1.A.1 of this Article.

C. Compensatory time off shall be first deducted from any available time earned on or before June 30, 1977, and remaining to the employee's credit as of such date. In the event the latter is not applicable, requests for compensatory time off will be deducted from any time earned effective July 1, 1977, and thereafter.

D. In approving and directing compensatory time off, Management will accommodate employee convenience to the degree possible in light of operational requirements.

Section 3. Ordered Overtime

It is agreed that overtime will be ordered and worked only when required to meet the County's public service obligations.

Section 4. Time of Payment

It is the intent of the parties that overtime worked in one month will be paid in the following month.

Section 5. Saving Clause

The parties agree that due to the delay of the application of the Fair Labor Standards Act to public employees of state and local government until April 15, 1986, the overtime provisions of the 1983-85 MOU shall be applied to employees covered by this agreement instead of the overtime provisions contained in this Article for the period of the delay to April 14, 1986. Provisions of this Article shall be applied on and after April 15, 1986, to employees covered by this agreement and the provisions of the 1983-85 MOU shall cease to apply. If during the term of this agreement the Fair Labor Standards Act is determined not to be applicable to public employees or public agencies through law, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied to employees covered by this agreement and any contrary language shall be deleted subsequent to the effective date of such law, regulation, or court decision.

Notwithstanding the provisions of this Article, in the event that any employee or employees covered by this agreement are determined by statute or any court of competent jurisdiction to be covered by the provisions of the Fair Labor Standards Act (i.e., not "exempt"), such employee or employees may be declared by the County to fall within the provision of Section 7(k) of the Fair Labor Standards Act (42 U.S.C.A. Section 207 (k)), provided that such employees are paid overtime compensation at time and one-half his/her regular hourly rate in accordance with the provisions of the Fair Labor Standards Act with the following exceptions:

1. Paid leave time does not count toward establishing overtime eligibility except when an employee uses holiday time or in the event an employee who uses accrued benefit time during a work week is ordered to work overtime, then the benefit time used shall count as hours worked.

2. Hours worked in excess of forty (40) hours up to forty-three (43) hours in a work week (exclusive of daily fifteen (15) minute briefing period) may be accumulated to be used as compensatory time off on an hour-for-hour basis, or shall be paid at time and one-half his/her regular hourly rate, at the option of the employee.

3. An employee who uses accrued benefit time during a work week and volunteers to work additional hours may at his/her option accumulate said additional hours on an hour-for-hour basis to be used as compensatory time off; and provided that the work period for such employee or

employees shall be seven (7) days under Section 7(k) of the Fair Labor Standards Act.

Section 6. Pay for Unusual Occurrence

Lieutenants shall be paid at time and one-half for all overtime worked when the Sheriff's Department or the County is reimbursed at time and one-half for such overtime.

Section 7.

Notwithstanding any other provisions of this Memorandum of Understanding:

A. Between October 1, 1993 and June 30, 1994 only, all overtime shall be compensated with compensatory time off (CTO) as provided for in subparagraphs (1) - (4), below.

(1) To the extent such time would have qualified for time and one-half pay under other provisions of this MOU (including time and one-half pay at the employee's option), such time shall be compensated with time and one-half CTO, subject only to the maximum accumulation of 480 hours (resulting from 320 hours of work) for employees covered by this MOU.

(2) To the extent such time would have qualified for straight time pay under other provisions of this MOU, such time shall be compensated with straight time CTO.

(3) Such CTO either (a) may be taken off at the request of an employee subject to management approval or (b) shall be maintained "on the books".

(4) Nothing in this paragraph is intended to alter the definition of "overtime" as set forth elsewhere in this MOU or the circumstances under which overtime compensation must be paid.

(5) Notwithstanding the provisions of Section A paragraph (1) above, overtime compensation for all special event overtime (as defined in County Code Section 6.15.120 and including but not limited to the Tournament of Roses Parade/Rose Bowl, High School Athletic Events and motion picture security) shall be paid at the rate of time and one half (1½) in accordance with the provisions of this MOU in effect prior to this amendment.

B. Effective July 1, 1994, compensation for all "overtime" as defined in this Memorandum of Understanding shall, at the employee's option, be compensated with pay at the rate of one and one-half times the pay then in effect for the employee, or accrued as CTO at the rate of one and one-half hours for each hour of overtime worked. Accumulation of CTO shall be subject only to the maximum accumulation of 480 hours (resulting from 320 hours of work).

C. On or after August 1, 1995, at the employee's option, time "on the books" may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

D. CTO accrued between October 1, 1993 and June 30, 1994, shall be taken off only at the request of the employee. For any CTO accrued during other periods, nothing in this Section shall be construed to limit management's authority to direct any employee to take accumulated CTO as provided elsewhere in this MOU.

E. From July 1, 1994 through June 30, 1995, the Board of Supervisors may pay for CTO accrued between October 1, 1993 and June 30, 1994 at the rate of pay then in effect for the employee.

ARTICLE 9 UNIFORMS

Nothing herein shall be construed to modify in any manner whatsoever the uniform standards in the Sheriff's Department, and nor shall anything herein be construed as a waiver of Management's right to establish, change and modify uniform standards and dress codes.

Section 1. Uniform Replacement and Maintenance Allowance

Employees covered by this agreement and employed on November 1, 2005, shall be entitled to a lump sum payment of one thousand dollars ($1000) in lieu of the uniform items previously issued and replaced under the 1979-1981 Memorandum of Understanding. Such payment shall be made between December 1, 2005 and December 15, 2005, by separate payroll warrant.

In addition to the above, employees covered by this agreement and employed on November 1, 2006, shall be entitled to a lump sum payment of one thousand dollars ($1000) in lieu of the uniform items previously issued and replaced under the 1979-1981 Memorandum of Understanding. Such payment shall be made between December 1, 2006, and December 15, 2006, by separate payroll warrant.

Employees covered by this agreement and employed on November 1, 2007, shall be entitled to a lump sum payment of one thousand dollars ($1000) in lieu of the uniform items previously issued and replaced under the 1979-1981 Memorandum of

Understanding. Such payment shall be made between December 1, 2007 and December 15, 2007, by separate payroll warrant.

In addition, employees covered by this agreement shall receive by separate payroll warrant a one-time only, lump sum uniform allowance supplement payment of two thousand five hundred dollars ($2500) effective March 1, 2005.

This allowance shall not constitute a base rate.

Section 2. Uniform Replacement and Maintenance

Employees shall be responsible for the replacement of each uniform item previously issued and considered substandard under Sheriff's Department guidelines and shall be responsible for the laundry, care, and maintenance of their uniforms.

Section 3. Motorcycle Jacket

Upon assignment to full-time duty in a motorcycle patrol unit, the Department agrees to provide, on a one (1) time only basis, a credit voucher up to one hundred and fifty ($150.00) dollars for the purchase of a Departmentally-approved motorcycle patrol jacket.

## ARTICLE 10 PEACE OFFICER RELIEF FUND

Section 1.

Beginning January 1, 1990, and for the term of this agreement, the County agrees to contribute to the Peace Officer Relief Fund (PORF) the sum of thirty ($30.00) dollars per month, per employee employed in any of the following item numbers:

| Item No. | |
|---|---|
| 2717 | Sergeant |
| 2719 | Lieutenant |
| 2891 | Supervising Investigator, DA |
| 2894 | Lieutenant, DA |

Section 2.

Payment shall be made on the first working day of the month for all employees working at least eight (8) hours the preceding month in any item classification set forth in Section 1 herein above.

Section 3.

Payment shall be to:

Peace Officer Relief Fund Trust
828 West Washington Boulevard
Los Angeles, CA 90015

Section 4.

The County agrees that the benefits provided through the PORF shall be as determined by the Peace Officer Relief Fund Board of Trustees.

Section 5.

It is the intent of the parties that the benefits provided through PORF will not provide monthly benefits to an eligible employee in excess of their regular monthly base compensation.

Additionally, the parties agree that PORF benefits shall be coordinated with County benefits so that the combination of County monthly leave benefits and the PORF benefits will not exceed the eligible employee's regular monthly base compensation.

## ARTICLE 11 ACTING CAPACITY

### Section 1. Definition

Acting capacity is the official assignment to fill a vacant, fully funded and budgeted higher level position by departmental order in the Sheriff's Department or by order of the Chief of the Bureau of Investigation in the District Attorney's Department. Such assignment shall be entered on the departmental personnel records to provide documentation of experience in the higher classification.

For purposes of this Article, if a promotional list is enjoined or appointments stayed for any reason whatsoever, assignment of employees represented by this Unit to an acting capacity by departmental order from such lists shall constitute an official acting capacity assignment.

Such appointment(s) shall in no way change or otherwise modify Civil Service Rules regarding promotions.

### Section 2. Bonus

Beginning with the thirty-first (31st) consecutive day of such acting assignment and for each subsequent month until the employee is promoted or returned to an assignment in his/her class, he/she shall receive a bonus, equivalent to one (1) salary schedule, eleven (11) levels, above his/her existing salary schedule. For those employees, who had completed thirty (30) consecutive days on such acting assignment prior to August 1, 1983, the bonus shall be payable effective August 1, 1983.

This bonus shall not constitute a base rate.

Section 3. Acting Capacity for Intent-to-Promote Sergeants and Lieutenants

Effective January 1999, prior to the appointment to the rank of Sergeant (#2717) or Lieutenant (#2719) as designated in the Sheriff's Department Intent-to-Promote Broadcast, all such employees shall be assigned to an official acting capacity of the appropriate rank for ninety(90) consecutive calendar days without receiving the bonus provided in Section 2 of this Article.

Beginning with the ninety-first (91st) consecutive day of such acting assignment and for each subsequent month until the employee is promoted, he/she shall receive a bonus equivalent to one (1) salary schedule, (eleven (11) standard salary levels), above his/her existing salary schedule.

Such bonus shall not constitute a base rate.

Upon promotion to the rank of Sergeant (#2717) and Lieutenant (#2719), all "acting" time as provided in this Section, shall be calculated as part of the employee's probationary period.

Section 4

In the event an "Intent-to-Promote" employee is assigned to an official acting capacity and returned to an assignment within his/her own classification without appointment to

the rank of Sergeant (#2717) or Lieutenant (#2719), the provisions of Section 2 of this Article shall apply.

This provision shall apply to employees in the Office of the District Attorney who are assigned to an official acting capacity and are returned to an assignment within his/her own classification without appointment to the rank of Lieutenant, DA (Item No. 2894) and Supervising Investigator, DA (Item No. 2891) on or after January 1, 2001.

## ARTICLE 12 EIGHT-HOUR DAY

The basic workday for each "shift employee" ("shift employee" as defined in Section 6.04.110 of the Los Angeles County Code assigned to an eight (8) hour workday shall be eight (8) hours of work plus a 15-minute briefing period at the beginning of each workday. For other eight (8) hour workday employees, the basic workday shall be eight (8) hours of work plus at least a one-half hour meal break, and Management shall make every reasonable effort to insure that such meal break is uninterrupted by recall to work.

## ARTICLE 13 GRIEVANCE PROCEDURE

It is agreed that the individual departmental grievance procedures in effect in the Sheriff's Department (attached hereto as Appendix "B") and the District Attorney's Office (attached hereto as Appendix "C") will be fully effective as the grievance procedure applicable to the employees in the Unit of each respective department covered herein during the term of this Memorandum of Understanding.

## ARTICLE 14 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns or picketing shall be caused or sanctioned by PPOA, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and PPOA fails to exercise good faith in halting the work interruption, PPOA and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

## ARTICLE 15 ASSOCIATION RIGHTS

### Section 1. PPOA Rights

It is understood and agreed that PPOA has the right to:

A. Represent its members before Management representatives regarding wages, hours, and other terms and conditions of employment.

B. Receive timely written notice of any ordinance, rule, resolution, or regulation directly relating to wages, hours, and other terms and conditions of employment.

C. Inspect an employee's personnel file at a reasonable time, upon request, during normal business hours, with the exception of all material obtained from other employers and agencies at the time the employee was hired, provided an authorized PPOA representative has the employee's written consent.

D. Use County facilities for membership meetings, (excluding meetings for the advancement of activities which have a negative impact on County operations), and conferences upon reasonable advance notice to the appropriate County official, subject to availability of such facilities.

### Section 2. Work Access for Representation Purposes

The parties agree that authorized PPOA representatives will be given access to work locations during working hours to conduct business relating solely to the provisions of

this Memorandum of Understanding. Access shall be guided by the following limitations:

PPOA shall furnish a list of representatives to the department head or his/her designated representative. PPOA will immediately notify the department of any changes in its representatives.

1. A representative desiring access to a work location must state the purpose and request approval from the department head or his/her representative within a reasonable amount of time prior to an intended visit.

2. PPOA agrees that its representatives will not interfere with the operation of the department or any of its facilities.

3. Access will be granted to an authorized PPOA representative if, in the opinion of the department head or his/her representative, such access will not interfere with operations or adversely affect security.

4. If a requested visit is denied, an alternate time will be mutually agreed upon.

5. An employee designated as an authorized PPOA representative must obtain permission from his/her immediate supervisor to engage, during duty hours, in business relating to this Memorandum of Understanding.

Permission to leave will be granted promptly unless such absence would interfere with efficient operations. If permission is denied, an alternate time will be designated.

Section 3. PPOA/Management Meetings

Management agrees to consult with PPOA in conformity with Section 5 and Section 6 (a) of the Employee Relations Ordinance.

Section 4. Employee Lists

Management will provide PPOA with a list of all employees in the unit within ninety (90) days from the date of this Memorandum of Understanding. Additional lists may be provided at no less than six (6) month intervals when requested by PPOA at a reasonable cost determined by the office of the County Auditor-Controller.

Section 5. Intra-County Communications

It is agreed that during the term of this agreement PPOA may maintain a mailbox at Sheriff's Headquarters and that PPOA may send materials via the County mail system. All materials which PPOA desires to teletype shall first be reviewed by the Sheriff's authorized representative.

Section 6. Bulletin Boards

Management agrees to provide at least one arch-file clipboard for the exclusive use of PPOA in each area or facility employing more than ten (10) employees. PPOA shall

have the right to use such arch-file clip-board to post information or materials concerning the following subjects:

A. PPOA recreational, social and related news bulletins;

B. Scheduled PPOA meetings;

C. Information concerning PPOA elections or the results thereof; and

D. Reports of official business of PPOA, including reports of subcommittees or the Board of Directors.

Prior to posting any of the above materials on such arch-file clip-boards, such materials shall be initialed by an authorized representative of PPOA and the Sheriff or District Attorney if reasonably available. All other materials which PPOA desires to post shall first be approved by the Sheriff's authorized representative.

Section 7. Payroll Deductions and Dues

It is agreed that PPOA dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who first files with County Management a written authorization requesting that such deductions be made. It is further understood and agreed that Management shall not be required to deduct said dues or other deductions or to remit same to PPOA when any employee covered hereunder requests in writing that the County cancel all or any portion of any deductions previously authorized. Remittance of the aggregate amount

of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to PPOA by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

PPOA agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

Section 8. Waiver of Rights

Nothing contained in this Memorandum of Understanding shall be construed as a waiver by PPOA of its rights under Section 6 of the Employee Relations Ordinance, except for those matters specifically set forth in this Memorandum of Understanding.

## ARTICLE 16 PERSONNEL INVESTIGATIONS

A. The President of PPOA or a designated representative mutually agreed upon by the parties, are the only persons entitled to inquire whether an employee is the subject of a formal departmental investigation for misconduct. Disclosure shall be subject to the following conditions:

1. Such disclosure will not be made if in the judgment of the department head it would tend in any manner to jeopardize either the investigation itself or the employee subject to such investigation or would interfere with the operations of the department.

2. Requests for such information must be directed to the department head or his/her designated representative as follows:

   Sheriff's Department

   Commander, Area 1, Professional Standards and Training Division

   District Attorney's Office

   Chief, Bureau of Investigation

3. PPOA and the department agree that any information provided on a personnel investigation is confidential and may be revealed only to the concerned employee.

4. Inquiry shall be limited to those cases where PPOA has a recognizable interest.

B. An employee who is the subject of a personnel investigation shall receive consideration for overtime assignments on the same basis as other employees who are not being investigated. Overtime assignments with duties not substantially related to the matters being investigated may be granted. Employees who have been suspended are precluded from working peace officer assignments.

## ARTICLE 17 ADVISORY COMMITTEE MEMBERSHIP

The Sheriff agrees to appoint from the Unit 612 membership of the Professional Peace Officers Association two qualified persons to serve as representatives on the Uniform and Equipment Advisory Committee in accordance with the following conditions:

1. The Professional Peace Officers Association will submit to the Sheriff or his/her designated representative a list of six named employees of the Department.

2. The Sheriff will consider the appointment of one employee for each Committee from this list.

3. The appointed representative for each Committee will act as a voting member of that Committee for the duration of his/her appointment.

4. The Sheriff reserves the right to monitor and direct the programs and activities of the Advisory Committee and determine the length of tenure of Committee members.

5. Replacement of a Committee member will be in accordance with the above procedures.

## ARTICLE 18 PAYCHECK ERRORS

A. Underpayments

1. If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or $100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.

2. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.

3. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

1. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable earnings (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

## ARTICLE 19 EMPLOYEE RIGHTS IN THE EVENT OF TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise PPOA of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Department's Request for Proposal is approved by the Chief Administrative Officer, the Labor Relations Office will arrange to meet with representatives of PPOA to advise them of this action within five (5) business days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management shall have no obligation to negotiate the decision of any reorganization by the County

during the life of this agreement. Management acknowledges an obligation to negotiate the impact on wages, hours and working conditions of the employees in this bargaining unit insofar as such subjects are not set forth in Memoranda of Understanding or Civil Service Rules.

ARTICLE 20 GENERAL CONDITIONS

Employees covered by this Memorandum of Understanding who are being investigated by the Department on any criminal charges shall have the right to counsel and the right to have all interrogations and interviews recorded.

ARTICLE 21 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of the Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither PPOA, nor Management, nor their authorized representatives will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

## ARTICLE 22 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty, effect work furloughs or any other alternatives because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 23 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any other matters within the scope of negotiations during the term of this Memorandum of Understanding.

C. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by County's Board of Supervisors.

D. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 24 AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Understanding:

A. Management's principal authorized agent shall be County's Chief Administrative Officer or his duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

B. PPOA's principal authorized agent shall be its President, or its Executive Director (Address: 1100 Corporate Center Drive, Suite 201, Monterey Park, California 91754; Telephone (323) 261-3010)

ARTICLE 25 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal and State laws and regulations, the Charter of the County of Los Angeles, all ordinances and regulations of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State or local law or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

## ARTICLE 26 LIMITED TERM ASSIGNMENT PROGRAM

A. Definitions

1. "Tour of Duty" is the period an employee is assigned to a unit of assignment from the effective date that he/she transfers into said unit of assignment until the effective date that he/she transfers out of said unit of assignment.

2. A "Limited Term Assignment" is a position where there is a maximum period of time beyond which an employee's Tour of Duty in said position cannot exceed.

3. A "Covered Unit" is a unit of assignment, as defined in Section B herein, where all assigned positions are Limited Term Assignments.

4. An "Incumbent Employee" is an employee of any rank assigned to a Covered Unit on the date on which the program becomes effective.

5. A "Future Employee" is an employee of any rank who is assigned to a Covered Unit after the date on which the program becomes effective.

B. Covered Units and Limited Terms of Assignment

The agreed upon Covered Units and the respective Limited Terms of Assignment per Tour of Duty are as follows:

| Covered Unit | Term of Assignment |
|---|---|
| 1. Narcotics Bureau | Six (6) years |
| 2. Special Investigations Bureau | Seven (7) years |
| 3. Vice Bureau | Five (5) years |

C. Incumbent Employees

1. When this program requiring an Incumbent Employee to transfer from a Covered Unit to another unit of assignment goes into effect:

   a. The beginning of the Limited Term Assignment shall commence on the date this program becomes effective.

   b. He/she shall, within ten (10) days from the date this program becomes effective, be notified in writing that his/her Tour of Duty shall not exceed that specified in Section B. herein.

   c He/she shall receive not less than twelve (12) months, nor more than fifteen (15) months advance written notice as to the date on which his/her Tour of Duty shall expire.

2. All Incumbent Employees shall, upon their transfer from a Covered Unit, continue to receive bonus pay as well as all future negotiated raises and applicable step raises as if they remained in that position in the Covered Unit. The intent of this provision is to ensure that the Incumbent Employee shall not suffer any form of economic loss as a result of the implementation of this program. Example: A Sergeant supervising Bonus II Deputies would transfer and continue to receive the supervisory pay differential plus step and negotiated increases.

3. Once an Incumbent Employee is transferred from a Covered Unit, he/she may not reapply in-grade to return to any Covered Unit for five (5) years after the effective date of his/her transfer from said Covered Unit.

4. No Incumbent Employee shall be prohibited from transferring prior to the completion of his/her Tour of Duty from a Covered Unit.

D. <u>Future Employees</u>

1. All Future Employees shall be notified in writing within ten (10) days after they transfer to a Covered Unit that the Tour of Duty shall not exceed that specified in Section B herein.

2. All Future Employees shall receive no less than twelve (12) months, nor more than fifteen (15) months advance written notice as to the date on which their Tour of Duty shall expire.

3. When Future Employees transfer from a Covered Unit, they shall continue to receive bonus pay as well as all future negotiated raises and applicable step raises as if they remained on that position, provided the transfer is within the last year of completion of the Limited Term Assignment. Bonus pay protection will only last until such time that employee is appointed to another bonus position. If, at the employee's option the transfer occurs prior to the last year of completion of the Limited Term Assignment, it will be considered as a voluntary relinquishment of the position.

4. Once a Future Employee transfers from a Covered Unit, he/she may not re-apply in-grade to return to any Covered Unit for five (5) years after the effective date of his/her transfer from said Covered Unit.

5. A Future Employee may submit an application for transfer from a Covered Unit prior to the completion of the Limited Term Assignment. Such transfer request must be approved by the employee's Division Chief within six (6) months from the date of submission. However, transfer requests submitted during the final year of the Limited Term Assignment shall be expedited upon request.

E. Application of Policy

The intent of the parties is that this program will apply only to employees represented by Unit 612. The application of the provisions specified herein requiring the mandatory transfer from a Covered Unit shall be enforced without exception. This includes but is not limited to consideration of race, color, sex, national origin, political or religious belief, affiliation, status of a then current investigation, value to Unit and/or Division and/or Department, or personal relationship.

F. One-Time One-Case Exception

1. The only exception to the provisions requiring an Incumbent Employee or Future Employee to transfer from a Covered Unit by the end of the term specified in Paragraph B herein shall be his/her involvement in a then ongoing major (single case) investigation.

2. If the employee's Division Chief certifies that his/her continued participation in an on-going investigation is critical to secure a prosecution, then a one-time one-case only exception may be authorized.

3. The reason for said extension must be articulated in writing, citing the one-case by name and number.

4. Thereafter, the employee must transfer within six (6) months of the completion of the trial or decision not to file the case.

G. Notwithstanding the provisions of this Article, effective February 1, 1996, this Article shall no longer be applicable to employees covered by this Memorandum of Understanding; except, however, those employees who transferred from a Covered Unit prior to February 1, 1996, who were covered by the provisions of this Article, shall retain any such compensation to which they were entitled.

It is the expressed intent of the parties that, for any employee who left a Covered Unit prior to February 1, 1996, such employee shall continue to receive any rights to which he/she was entitled prior to the deletion of this Article.

## ARTICLE 27 RANDOM DRUG TESTING PROGRAM

### SECTION I. INTRODUCTION

A. Statement of Policy

Law enforcement officers are called upon to make a number of decisions. Among them is sometimes deciding whether or not to use deadly force in the discharge of their duties. They are required to function in environments that are often hostile, hazardous and sometimes corrupt. Few persons are given such sensitive public trust.

Any illegal use of drugs by law enforcement officers would pose a serious threat to public safety. It would negatively affect morale and safety in the workplace, endanger credible testimony, and significantly increase the risk of incurring civil liability.

In the interests of the County of Los Angeles, its citizens, and the members of the Los Angeles County Sheriff's Department (hereinafter LASD) and the District Attorney's Bureau of Investigation (hereinafter Bureau), it shall be the policy of the LASD and Bureau to implement a random drug testing program.

All aspects of this drug testing program shall be on County time and paid consistent with the provisions of this MOU.

B. Frequency of Testing

1. LASD

Sworn members shall be separated into three categories for the purpose of determining the frequency of random drug testing.

The first category shall include all Deputy Sheriff Trainees and probationary Deputy Sheriffs. Members in this category may be tested up to, but not more than, six times in a twelve month period.

The second category shall include all sworn members assigned to Department units having, as a primary responsibility, the operation of aircraft or buses, the interdiction of drugs, the development of information pertinent to the interdiction of drugs, or having substantial contact with drug abuse or drug trafficking subjects. This category includes Narcotics Bureau, Vice Bureau, Special Investigations Bureau, Juvenile Operations Bureau, Headquarters Detective Division, Aero Bureau, Transportation Bureau, Special Enforcement Bureau, Crime Impact Team, North Surveillance and Apprehension Teams (NORSAT), Multijurisdictional Criminal Apprehension Detail (MCAD) and Gang Enforcement Team (GET). Members in this category may be tested up to, but not more than, four times in a twelve month period.

The third category shall include all other sworn members. These members may be tested up to, but not more than, three times in a twelve month period.

Note: A twelve month period shall be September 1, 1990 through August 31, 1991 and each September 1 through August 31 of succeeding years. Employees changing categories shall be subject to the new category limit. Drug tests occurring since September 1 and prior to the change in category shall count toward the new limit.

2. Bureau

Sworn members of the Bureau may be tested up to, but not more than, three times in a twelve month period.

Note: A twelve month period shall be February 1 through January 31 of each year.

C. Confidentiality of Testing

Personnel subjected to drug testing shall be assigned a confidential test identification number. The actual collection process shall be as discreet as possible and shall respect the dignity of the test subject.

D. The Drugs

The random drug testing program may test for any of the drugs or classes of drugs listed below:

1. Amphetamines/Methamphetamine
2. Barbiturates
3. Cocaine
4. Cannabinoids (Marijuana, THC)
5. Opiates (Heroin, Morphine, Codeine)
6. Methaqualone (Quaalude)
7. Phencyclidine (PCP)
8. Methadone

The Sheriff and District Attorney reserve the right to delete drugs and classes of drugs from this list.

E. Test Methodology

The testing methodology will be based on a laboratory examination of a urine specimen. Specimen collection and laboratory examination are described in Section IV, Specimen Collection and Section V, Laboratory Analysis.

Laboratory analysis of urine specimens shall be restricted to those tests authorized by this policy to detect drug abuse. They shall not be used for other purposes, such as the analyses of physiological states or diseases (e.g., pregnancy, AIDS or cancer therapy).

F. Implementation

The drug testing program shall be implemented on September 1, 1990, for LASD; and February 1, 2005 for the Bureau, or as soon thereafter as this agreement is adopted by the County Board of Supervisors.

## SECTION II. PROGRAM ORGANIZATION

A. Assignment

Responsibility for the day-to-day coordination of the Random Drug Testing Program shall be assigned to Inspectional Services in the LASD and Administrative Division in the Bureau. This responsibility will include the creation of computer-generated random selection test schedules, on-site specimen collection, delivery of specimens to the laboratory and the maintenance of such administrative and statistical records as may be needed. Statistics maintained on the number of tests administered and the number of positive tests shall be provided to the union within five (5) business days of the receipt of a written request by the union.

B. Drug Abuse Program Director

1. LASD

The Area I Commander, Professional Standards and Training Division, or the Senior manager designated to temporarily act in his/her behalf (Other Commander, or Acting Commander, Professional Standards and Training Division), is designated as the Department's Drug Abuse Program Director. The Commander shall have overall responsibility for all pre-employment and employee drug testing activities. It shall be the Commander's responsibility to direct the course and scope of such employee substance abuse awareness programs as may be in operation. The Commander is also designated as the Department manager who shall be the contact point with the Medical Review Officer regarding his/her evaluation of any positive test results.

2. Bureau

The Assistant Chief, Bureau of Investigation, or the senior manager designated to temporarily act in his/her behalf, is designated as the Bureau's Drug Abuse Program Director. The Assistant Chief shall have overall responsibility for all pre-employment and drug testing activities. It shall be the Assistant Chief's responsibility to direct the course and scope of such employee substance abuse awareness programs as may be in operation. The Assistant Chief is also designated as Bureau manager

who shall be the contact point with the Medical Review Officer (MRO) regarding his/her evaluation of any positive test results.

C. Medical Review Officer

The Medical Review Officer (MRO) shall be a licensed physician who has a knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test result together with his or her medical history and any other relevant biomedical information.

The responsibility for the assignment of the appropriately qualified physician and for ensuring his/her availability is that of the Director of Medical Services.

D. Collection Site Supervisors

Collection Site Supervisors in the LASD are those persons assigned to Inspectional Services whose principle duties involve overseeing the on-site collection of test specimens. Collection Site Supervisors in the Bureau are those persons assigned to the Bureau whose duties involve overseeing the on-site collection of test specimens. They shall supervise a male or a female assistant assigned to each team. Collection Site Supervisors operate with the direct authority of the Sheriff or District Attorney. They are empowered to command any employee of any rank to furnish a urine specimen as a random test selection schedule may dictate.

## SECTION III. POSITIVE TEST RESULTS

### A. Preliminary Determination

The Laboratory shall notify both the Medical Review Officer and the Drug Abuse Program Director whenever it confirms a positive test result. The Scientific Services Bureau (Laboratory) shall immediately send one copy of the subjects Laboratory Report and the sealed Pre-test Declaration form to the MRO.

The MRO will give a system number to the Program Director (not the test result). The Program Director will arrange an interview for the Medical Review Officer with the employee (employee's option). The Program Director will try to contact the employee utilizing the daytime telephone number designated by the employee on the pretest declaration form.

The MRO is authorized to terminate the process if he/she determines that the test result was caused by appropriate use of medication. He/she will then prepare a written report to the Program Director limited to his/her statement of conclusion. No further action will be taken.

If the MRO cannot close the case, he/she will contact the Program Director regarding the need for additional information in order to verify the employee's statements. The Program Director will immediately send an investigator to verify the facts presented by the employee without initiating a formal internal investigation. The information obtained by the investigator will be provided to the

Medical Review Officer. The Medical Review Officer will prepare a written report to the Program Director limited to a statement of conclusion if the additional information allows him/her to determine that the test results were caused by appropriate use of prescribed medication.

The Drug Abuse Program Director shall consult with the MRO on all other matters of positive test results. The decision to proceed with further administrative action is solely that of the Director. The Director in consultation with the MRO is empowered to resolve the matter upon his /her finding that a positive test has resulted from legitimate use or accidental exposure to drugs and no substantial impairment exists.

If the Director determines that further administrative action is warranted, he/she shall:

(1) Immediately advise the appropriate executive at the level of Division Chief or higher, LASD, Bureau Chief or higher, District Attorney; and, (2) on behalf of that executive, direct Internal Affairs to conduct an administrative investigation; and (3) employee will be relieved of standard duty with pay. The employee will be provided with a copy of documentation pertaining to test results as provided in Section V., F herein.

B. Discipline

LASD and Bureau policy forbids any of its members to use any controlled substances, narcotics, or hallucinogens except when prescribed by a physician for an illness or injury. Moreover, LASD and Bureau policy forbids all members from willfully violating any Federal statute, State law or local ordinance. Members who violate any rules, regulations or policies of the LASD or the Bureau or the County shall be subject to disciplinary action up to and including discharge.

C. Refusal to Provide Urine Specimen

Members who refuse to be tested when so required will be subject to disciplinary action up to and including discharge. Attempts by a member to alter or substitute any specimen will be deemed grounds for disciplinary action. In such instances, Internal Affairs will be requested to conduct an administrative investigation, including another drug test.

Note: Failure to provide a specimen within a reasonable period of time (usually not more than three (3) hours) may constitute a refusal to take a drug test.

## SECTION IV. SPECIMEN COLLECTION

### A. Notification of Selection

Urine specimen collection will be done at an employee's unit of assignment or, if not appropriate, another LASD or Bureau facility, only. Collection personnel shall contact the appropriate Watch Commander or Senior Officer or appropriate Bureau Section Lieutenant or Supervising Investigator present and explain their presence. Then they shall determine the subject's availability.

The Watch Commander/Senior Officer or the Bureau Section Lieutenant/Supervising Investigator shall assist by arranging for test subject(s) to present himself/herself for testing. The Watch Commander/Senior Officer or the Bureau Section Lieutenant/Supervising Investigator shall also assist by locating and securing restroom facilities that best meet the requirements of the collection procedure.

If the test subject is not working (RDO, vacation, off sick, etc.), or is unavailable (Court, in the midst of a critical situation, etc.), the Collection Site Supervisor will test the subject upon return to the work site. Only the Watch Commander or Senior Officer, the Bureau Section Lieutenant or Supervising Investigator originally contacted may be made aware of the identities of any untested personnel. He/she shall assist in determining the point in time when the test subject will return to the work site.

B. Collection Site Privacy and Security

The actual collection process takes only a few minutes. However, because there must be rigorous controls for privacy, security and chain-of-evidence purposes, choosing the most appropriate restroom is crucial.

The restroom selected as a collection site shall be equipped with a sink to allow test subjects to wash their hands, a toilet, and be equipped with a stall for privacy.

During the specimen collection process, no unauthorized personnel shall be permitted in the restroom. The only authorized personnel are the test subject and the Collection Site Supervisor of the same sex. Another Collection Site Supervisor shall remain outside the restroom and shall bar entry for the time it takes to collect and package a specimen.

C. Subject Identification, Advisory Statement and Pre-Test Declaration Form

When the Collection Site Supervisor contacts a test subject, the subject shall be asked to present his/her Sheriff's Department or District Attorney's photo identification card.

If the subject is unable to present proper identification, he/she must be identified by the Watch Commander/Senior Officer or Bureau Section. Lieutenant/Supervising Investigator present. The subject will also be asked to

complete a Pre-test Declaration form (Attachment "A"). The form elicits information about recent use of prescription and non-prescription medications, and accidental exposure to controlled substances. The form shall contain the subject's right thumbprint and confidential test number. It is to be placed in a sealed envelope by the subject and given to the Collection Site Supervisor. The form will be destroyed without being reviewed if the test results are negative.

D. Chain of Custody

Test specimens shall be stored and transported using the same documented chain of custody and standard of care and safety applied to evidence throughout the Department and Bureau. Sealed specimen bottles shall be placed in a locked portable container and kept under the direct control of the Collection Site Supervisor until it leaves his or her custody. The Collection Site Supervisor may store the container in the most appropriate, authorized facility evidence locker. All such containers shall be picked up the next business day and transported to the Laboratory. Only Collection Site Supervisors and Laboratory personnel shall possess keys to the portable specimen container.

When a specimen is stored in a facility's evidence locker, all LASD or Bureau evidence handling procedure shall apply, including tagging the container and entering it into the LASD's Facility Master Property Ledger or the Bureau's Property Register. All such entries shall be listed as "Lab Container No. _____," showing the appropriate container number. No other written remarks about

container contents or test subject identities shall be made. The Collection Log Sheet and Pre-test Declaration forms shall be locked inside the specimen container and, upon delivery to the Laboratory, both the transporting employee and the Laboratory employee authorized to receive the specimens shall open the container. They shall obtain the Collection Log Sheet and note their identities in the appropriate place on the form. At this point, the Laboratory assumes custody of the specimens, Collection Log Sheets and sealed envelopes containing the Pre-test Declaration forms.

A copy of the test subject Collection Log Sheet shall be retained by the Collection Site Supervisor.

E. Collection, Integrity and Identification of Specimen

After a test subject has been properly identified, briefed about the reason for the test and has completed the Pre-test Declaration form, the mechanics of the collection process shall be explained. The Collection Site Supervisor shall require the test subject to remove any unnecessary outer garment (e.g., coats, jackets, etc.) and shall visually check for signs of concealed items that might be used to adulterate or substitute a sample. Personal belongings such as briefcases, purses, and weapons/holsters, etc., must remain with the subject's other outer garments. The subject shall retain control of his/her wallet.

The test subject shall wash and dry his/her hands prior to providing a urine specimen. There shall be no further access to water, soap, any chemical agent, or other materials which would be used to adulterate the specimen until after it has been provided.

The Collection Site Supervisor shall place a toilet bluing agent in the toilet bowl and, if the toilet is so equipped, in the reservoir tank. The purpose of this procedure is to deter the dilution of the specimen.

The test subject shall be required to provide a specimen in a large, wide mouthed, easily carried, plastic non-reusable cup, unobserved and in the privacy of a stall or otherwise partitioned area. Unusual behavior shall be noted by the Collection Site Supervisor on the Collection Log Sheet. The test subject will be provided two LASD or Bureau approved specimen bottles (samples A and B). The containers will have affixed to them specially prepared labels showing the test subject's confidential identification number. The subject's right thumbprint will be rolled onto the labels by the Collection Site Supervisor. The subject shall then be ordered to provide a urine specimen and to divide it equally between the two bottles in the presence of the Collection Site Supervisor.

A minimum of 50 milliliters (1.7 fluid ounces) must be provided or the specimen will be considered incomplete. If the Collection Site Supervisor determines that there is an insufficient amount of urine (less than 50 milliliters total) in the

specimen bottles, additional urine shall be collected. In this instance, the test subject shall remain under the supervision of the Collection Site Supervisor. The subject shall be asked to drink fluids to aid in urination and shall be allowed a reasonable amount of time to furnish additional urine. When additional specimens are provided, third and fourth bottles shall be labeled, be affixed with another thumbprint label and be fastened to the original specimen bottles with clear tape.

Immediately after a specimen collection, the Collection Site Supervisor shall ensure the temperature is between 90 and 100 degrees Fahrenheit. The Collection Site Supervises shall also inspect the specimen for signs of adulteration (e.g., contaminants, color, etc.). Unusual findings should be noted in the remarks section of the Collection Log Sheet.

In the presence of the Collection Site Supervisor the test subject, shall secure lids on the specimen bottles. The Collection Site Supervisor shall then seal the lids with evidence tape. If at the time of collection, there is reason to believe that the specimens have been diluted, adulterated, substituted, or in any way tampered with, the Collection Site Supervisor shall report the matter on the Collection Log Sheet. The Collection Site Supervisor may report those observations in writing to the lab, which may analyze the suspect specimens. The results of those analyses shall be reported in the written laboratory report to the MRO for further action, if any is needed.

## SECTION V. LABORATORY ANALYSIS

### A. Laboratory Management

The laboratory shall perform urine drug testing for the LASD and the Bureau and shall meet all analytical, quality assurance and quality control standards which are professionally accepted by laboratories which perform forensic urine drug testing.

### B. Laboratory Receipt of Specimens, Chain of Evidence and Rejection Criteria

Samples received by the laboratory shall be signed in and processed by the Evidence Control Section. The samples will then be transferred to the Toxicology Section. Toxicology Section personnel will sign the chain of evidence log. Each sample shall be inspected for evidence of possible tampering. The employee confidential identification numbers will be compared with the numbers on the Collection Log Sheet serving as the chain of custody document (Attachment B). Any evidence of any tampering, or discrepancies in the identification numbers on the samples and Collection Log Sheet, or in the event that the seal is broken on either sample, that there is no identification number, or the ID number is illegible, or that a thumb print is missing or illegible on either sample, such shall be reported to the Drug Abuse Program Director and shall be noted on the Collection Log Sheet. Such specimens shall not be tested. (However, such specimen may be recollected.) All other samples will then be stored at the Laboratory.

C. Specimen Processing

Laboratory personnel will normally process urine specimens (sample A) by grouping them into batches. When conducting the screening test, every batch shall contain an appropriate number of standards for calibrating the instrumentation and a minimum of 10 percent controls.

Initial Screening Test

Current NIDA/SAMHSA standards in affect at the time of collection, and, for those drugs without a NIDA/SAMHSA standard, Attachment "C" shall be used for the immunoassay screening test which will be used to eliminate "negative" urine samples from further consideration. Detailed screening and quality assurance procedures are discussed in the Laboratory Procedural Manual.

Written documentation shall be maintained by the laboratory showing details of all the EMIT screening tests done under this program. These data may be reviewed by consultants to the Union. All samples that initially screen positive shall be stored in the locked employee Drug Testing freezer in the Toxicology Section until conformation studies by GC/MS are complete.

D. Confirmatory Test

Specimens which were initially screened and found to be positive shall be confirmed using gas chromatography/mass spectrometry (GC/MS) quantitative

techniques. Detailed confirmation and quality assurance procedures are discussed in the Laboratory's Procedural Manual.

Specimens shall be considered as positively confirmed if they fall above the cutoff levels listed below.

| | | |
|---|---|---|
| 1. | Amphetamines: | |
| | amphetamine | 50 ng/ml |
| | methamphetamine | 50 ng/ml |
| 2. | Barbiturates | 50 ng/ml |
| 3. | Cocaine metabolite(1) | 50 ng/ml |
| 4. | Marijuana metabolite(2) | 5 ng/ml |
| 5. | Opiates: | |
| | Morphine | 50 ng/ml |
| | Codeine | 50 ng/ml |
| 6. | Methaqualone | 100 ng/ml |
| 7.. | Phencyclidine | 5 ng/ml |
| 8. | Methadone | 100 ng/ml |

(1) Benzoylecgonine
(2) Delta-9-tetrahydrocannabinol-9-carboxylic acid

E. Preparation of Laboratory Report - Negative Test Specimens

The laboratory shall prepare a report, by confidential test identification number, of all specimens screened as negative. Concurrently, the laboratory shall return all sealed Pre-test Declarations accompanying negative test specimens for destruction by Inspectional Services. They will be destroyed within three days of receipt of negative test results. The Laboratory report listing negative test specimens may be transmitted by electronic means.

F. Preparation of Laboratory Report - Positive Test Specimens

In the event that a specimen is found to be positive by the GC/MS process, the Laboratory shall prepare a written report. The original report shall be retained by the Laboratory. One copy, along with the sealed pre-test Declaration Form, shall be sent to the Medical Review Officer.

The laboratory report shall contain the following information:

1. Employee confidential test identification number.
2. The drug identified.
3. The initial screening method.
4. The date screened.
5. The screening analyst's name.
6. The printed output from the immunoassay screening instrument pertaining to the batch of samples which includes the positive sample. That output will include the data from the relevant standards, blanks, quality control samples, and positive sample.
7. The confirmation method.
8. The date confirmed.
9. The confirming analyst's name and signature.
10. The graphs and reports pertaining to the gas chromatographmass spectrometer analysis of the relevant batch of samples and associated controls and quantitative standards.
11. The name and signature of the reviewing laboratory supervisor.
12. Collection Log Sheet.

Following confirmation, all positive urine samples are to be frozen and retained for a minimum of two (2) years by the Laboratory.

## SECTION VI. REPORTING AND REVIEW OF RESULTS

### A. Report of Laboratory Results

The Laboratory shall report the results of all positive drug tests within five (5) business days from collection of sample.

### B. Medical Review

The Medical Review Officer shall conduct an in-depth review of all tests reported as positive by the Laboratory. The laboratory report will include all materials specified in part V, F, above. He/she shall review the test subject's Pretest Declaration and shall take such action as may be necessary to examine any alternate medical explanation for a positive test result. Such action may include a voluntary medical interview with the subject and a review of all medical records made available by the subject.

### C. Employee Notification

If the MRO does not find appropriate medical justification for the positive laboratory findings, he/she shall prepare a written report to the Program Director. Upon notification to the employee of a positive finding, the employee shall be provided with the laboratory report (as described in part V, F. above) and the MRO's written report. The Employee also shall be provided with a written notice of his or her right to have the second sample (Sample B) independently tested and reviewed by an independent MRO.

D. Retesting

When the Laboratory has confirmed a positive test result, the Employee or his/her representative may request that a GC/MS test of Specimen B be conducted at an independent lab (refer to Appendix A for a list of laboratories).

If the test results are positive, an independent Medical Review Officer selected by the employee or his/her representative will review the findings and interview the employee (at his/her option). The MRO will prepare an advisory report to be given to the Drug Abuse Program Director with a copy to the employee. Internal Affairs and the employee will be notified by the Program Director. A pre-disciplinary hearing (Skelly) may take place as a result of the investigation.

If the results of the first independent lab are negative, The Drug Abuse Program Director may request that GC/MS test of Specimens A and B be performed at a second independent lab (refer to Appendix A for the list of the laboratories).

If the test results from the second independent lab are negative, or if the Program Director elects not to have a second independent chemical test, no further action will be taken.

If the test results from the second independent lab are positive, an independent Medical Review Officer will review the findings and interview the employee (at

his/her option). The MRO will prepare an advisory report to be given to the Drug Abuse Program Director with a copy to the employee. Internal Affairs and the employee will be notified by the Program Director. A pre-disciplinary hearing (Skelly) may take place as a result of the investigation. The results of the third analysis (samples A and B) shall be deemed conclusive.

The LASD or the Bureau shall pay for all such retesting.

However, results of drug tests not obtained within the specifications of the Drug Testing Program and not processed by a laboratory mutually agreed to by the union and management shall not be considered.

E. Referrals by the Medical Review Officer Not a Bar to Disciplinary Action

The Medical Review Officer may counsel the subject regarding follow-up care by competent medical authority and, if requested, furnish referrals.

Such actions by the Medical Review Officer shall not prohibit, or be considered as a replacement for, any disciplinary action by the LASD or the Bureau. Members having a positive drug test result shall remain subject to discipline up to and including discharge, irrespective of any counseling or treatment.

F. Audit Trail

Drug Testing results are inadmissible without audit trail showing compliance with each aspect of procedure. Burden of showing compliance is on the LASD or the Bureau.

## SECTION VII. FURTHER PROVISIONS

A. Hold Harmless and Indemnification Clause

The County agrees to indemnify and defend the employee organization from any liabilities which may arise as a result of the employee organization entering into this agreement. It is expressly understood that the County of Los Angeles shall choose the counsel, and have control of all phases and aspects of the litigation and the organization's defense including settlement, and that the employee organization shall cooperate in that defense. It is further understood that this indemnity and defense provision only applies to those claims where the legality or constitutionality of the Drug Testing Program or any part of that program is at issue. It does not extend to claims against the employee organization in which the legality or constitutionality of that program is not at issue. The County will not indemnify or defend the employee organization against any claim that the organization or anyone acting on its behalf improperly or negligently advised, represented, or performed services for an employee with respect to any event subsequent to the effective data of this agreement with respect to the Drug Testing Program, disciplinary proceedings arising from the program, or any other right or liability of the employee related to the program.

# APPENDIX A
## CONTRACT TOXICOLOGY LAB SERVICES

1. Quest Diagnostics Incorporated
   Van Nuys, California
   (818) 989-2520

2. Healthtech
   Long Beach, California
   (562) 933-0777

Attachment A

# DRUG TESTING DECLARATION
# LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

THIS FORM SHALL BE SEALED AND SHALL NOT BE OPENED UNLESS THE RESULTS OF THIS URINE TEST ARE CONFIRMED AS POSITIVE. ALL OTHER SEALED DECLARATIONS SHALL BE DESTROYED WITHOUT BEING OPENED.

CONFIDENTIAL TEST NO._____ TEST LOCATION _____

LIST ANY PRESCRIPTION OR OVER-THE-COUNTER NON-PRESCRIPTION MEDICATIONS YOU ARE NOW TAKING OR HAVE TAKEN DURING THE LAST THIRTY (30) DAYS. SPECIFY THE REASON FOR THE MEDICATION(S), THE AMOUNT LAST TAKEN AND THE DATE. ALSO, INDICATE THE NAME OF THE HEALTH CARE PROVIDER PRESCRIBING ANY MEDICATION(S).

| SUBSTANCE | REASON FOR TAKING | DATE LAST TAKEN | AMOUNT | PRESCRIBING HEALTH CARE PROVIDER | OFFICE LOCATION |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

HAVE YOU INGESTED, INHALED OR ABSORBED ANY CONTROLLED SUBSTANCE WITHIN THE LAST TEN (10) DAYS IN CONNECTION WITH YOUR DUTIES AS A PEACE OFFICER?

( ) NO
( ) YES DATE _____

NAME OF SUPERVISOR ADVISED OF INCIDENT _____

FILE NO. _____

I CERTIFY THAT THE ABOVE INFORMATION IS, TO THE BEST OF MY KNOWLEDGE, TRUE AND CORRECT.

_____ RIGHT THUMB PRINT

DATE OF COLLECTION:_____

IF FOLLOW-UP IS NECESSARY, MY PREFERRED DAYTIME TELEPHONE NUMBER FOR CONTACT OR MESSAGE IS: AREA ( ) NO._____

NOTES: ONE COPY TO EMPLOYEE AT TIME OF SPECIMEN COLLECTION
ONE COPY TO BE PLACED IN SEALED ENVELOPE

Attachment A

DRUG TESTING DECLARATION
LOS ANGELES COUNTY DISTRICT ATTORNEY

THIS FORM SHALL BE SEALED AND SHALL NOT BE OPENED UNLESS THE RESULTS OF THIS URINE TEST ARE CONFIRMED AS POSITIVE. ALL OTHER SEALED DECLARATIONS SHALL BE DESTROYED WITHOUT BEING OPENED.

CONFIDENTIAL TEST NO._____ TEST LOCATION _____

LIST ANY PRESCRIPTION OR OVER-THE-COUNTER NON-PRESCRIPTION MEDICATIONS YOU ARE NOW TAKING OR HAVE TAKEN DURING THE LAST THIRTY (30) DAYS. SPECIFY THE REASON FOR THE MEDICATION(S), THE AMOUNT LAST TAKEN AND THE DATE. ALSO, INDICATE THE NAME OF THE HEALTH CARE PROVIDER PRESCRIBING ANY MEDICATION(S).

| SUBSTANCE | REASON FOR TAKING | DATE LAST TAKEN | AMOUNT | PRESCRIBING HEALTH CARE PROVIDER | OFFICE LOCATION |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

HAVE YOU INGESTED, INHALED OR ABSORBED ANY CONTROLLED SUBSTANCE WITHIN THE LAST TEN (10) DAYS IN CONNECTION WITH YOUR DUTIES AS A PEACE OFFICER?

( ) NO
( ) YES DATE _____ NAME OF SUPERVISOR ADVISED OF INCIDENT _____

FILE NO. _____

I CERTIFY THAT THE ABOVE INFORMATION IS, TO THE BEST OF MY KNOWLEDGE, TRUE AND CORRECT.

_____ RIGHT THUMB PRINT DATE OF COLLECTION:_____

IF FOLLOW-UP IS NECESSARY, MY PREFERRED DAYTIME TELEPHONE NUMBER FOR CONTACT OR MESSAGE IS: AREA ( ) NO._____

NOTES: ONE COPY TO EMPLOYEE AT TIME OF SPECIMEN COLLECTION
ONE COPY TO BE PLACED IN SEALED ENVELOPE

612DLW

# SHERIFF'S DEPARTMENT
# COLLECTION LOG SHEET

COLLECTION LOG | TRANSMITTAL LOG | LABORATORY LOG

| SECRET NUMBER | DATE&TIME COLLECTED | TEST SITE | COLLECTOR'S SIGNATURE | TAPE TEMP | EVIDENCE LEDGER ENTRY | LAB RCDT# | RECEIVED BY | A&B | | SEALS INTACT | LABELS LEGIBLE |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | |
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REMARKS:

# ATTACHMENT C

## EMIT SCREENING LEVELS
## AS OF JULY 31, 1990

| | |
|---|---|
| AMPHETAMINES: | 1000 ng/ml* |
| BARBITURATES: | 300 ng/ml |
| COCAINE: | 300 ng/ml |
| METHADONE: | 300 ng/ml |
| METHAQUALONE: | 300 ng/ml |
| PCP: | 25 ng/ml |
| OPIATES: | 2000 ng/ml* |
| MARIJUANA METABOLITE: | 50 ng/ml* |

*Amended to comply with Federal standards effective November 1, 2001

612DLW

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

PROFESSIONAL PEACE OFFICERS ASSOCIATION

By _____
President, PPOA

By _____
Executive Director, PPOA

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By _____
Chief Administrative Officer

By _____
Sheriff, County of Los Angeles

By _____
District Attorney, County of
Los Angeles

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS.

# APPENDIX A

## SUPERVISORY PEACE OFFICERS, UNIT 612

| Item No. | Title |
|---|---|
| 2717 | Sergeant |
| 2719 | Lieutenant |
| 2894 | Lieutenant, DA |
| 2891 | Supervising Investigator, DA |

# APPENDIX B

## GRIEVANCE PROCEDURE (SHERIFF'S DEPARTMENT)

### Section 1. Purpose

The purpose of the Grievance Procedure is to provide a just and equitable method for the resolution of grievances.

### Section 2. Definitions

A grievance is any complaint concerning the interpretation or application of this Memorandum or rules or regulations governing personnel practices or working conditions that the departmental management has the ability to remedy.

"Business Days" means calendar days exclusive of Saturdays, Sundays and legal holidays.

### Section 3. General Provisions

1. Employee grievance procedures are not applicable in areas outside the authority of this department such as interpretation of the Los Angeles County Code or in areas where appeal procedures already exist, such as unsatisfactory performance evaluations and certain specified disciplinary actions (discharge or reduction). The employee shall be advised as to whether or not the department will handle the grievance at the time he/she submits his/her formal appeal.

2. If an employee fails to initiate a grievance or to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled and not subject to further appeal.

By mutual agreement of both parties, the various steps and time limits set forth in this grievance procedure may be waived or the grievance may revert to a prior level for reconsideration.

3. An employee may present his/her grievance on County time, but the use of County time for this purpose shall not be excessive nor shall this privilege be abused in any manner. The department shall determine what constitutes abuse.

4. If the aggrieved employee wishes, he/she may be assisted at the first step of the formal grievance procedure or any subsequent step by an authorized representative of a recognized employee organization. The representative of the employee organization must have his/her name on file and be accepted in accordance with the Employee Relations Ordinance of the County of Los Angeles or other such applicable employee relations law.

It is also the employee's option to choose a fellow employee as his/her representative. The choice of a fellow employee as a representative must be acceptable to the Sheriff or his/her alternate.

5. If the grievance does not involve a suspension but the aggrieved employee definitely believes that his/her grievance cannot be resolved at any supervisory level except the Review Board, he/she may, with the concurrence of the concerned supervisors, waive formal step one.

6. To waive the first grievance step, the aggrieved employee must obtain the signatures of his/her first and third level supervisors in the signature spaces on the Form SH-AD-456. The aggrieved employee shall also write the word "waived" and sign his/her name in the decision section for step one and forward the form to the Review Board.

7. Form SH-AD-465 (Grievance Procedure) shall be prepared by the employee for the formal grievance process. The original shall be presented by the employee at the various grievance steps and returned to the employee with the written response. A copy of the original Form (SH-AD-465), in its entirety, shall be made by the various supervisory levels and sent to Sheriff's Employee Relations, at the completion of each formal step. A second copy of the original should be retained as the unit commander's record of the grievance discussions. This record will not be included in the employee's personnel file.

8. Management shall notify PPOA of any grievance involving the terms and conditions of this Memorandum of Understanding.

9. A PPOA representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

10. PPOA agrees to encourage an employee who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated, and the specific remedy requested.

Section 4. Informal Procedures

Most problems or complaints can be settled if the employee will promptly, informally and amicably discuss them with his/her immediate supervisor. This desired initial discussion, a part of the day-to-day supervision, should ideally precede any use of the formal grievance procedure.

Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall either discuss the complaint with his/her immediate supervisor or file a formal grievance.

NOTE: In those situations where the nature of the problem involves the immediate supervisor, the employee may discuss the problem informally with the next level supervisor although he/she should generally advise the immediate supervisor of his/her intention.

If the immediate supervisor either fails to reply within three (3) business days or gives an answer which the employee feels is unsatisfactory, within five (5) business days, the employee may informally discuss the grievance with his/her second level supervisor or proceed with the formal grievance procedure.

If the second level supervisor either fails to reply to the employee within three (3) business days or gives an answer which the employee feels is unsatisfactory, the employee may then initiate the formal grievance procedure at the first level of supervision.

Section 5. Formal Procedure

First Step (Third Level Supervisor or Designated Middle Management Representative)

If the problem has not been resolved within eleven (11) business days of the date of the initial discussion with the first level supervisor (or ten (10) business days from the occurrence or knowledge of the occurrence of a grievable matter if no informal discussion has occurred), the employee may file a formal written grievance with his/her third level supervisor or middle management representative. The Department Grievance Form (SH-AD-465) shall be completed by the employee describing the problem and the remedy he/she believes is merited.

The third level supervisor or middle management representative shall promptly notify Sheriff's Employee Relations. The third level supervisor shall consider available pertinent information and give his/her decision in writing (original SH-AD-465) to the employee within five (5) business days. The supervisor shall include the reasons for his/her decision and forward a complete copy of SH-AD-465 to Sheriff's Employee Relations.

If, upon receipt of the decision, the employee takes no further action within ten (10) business days, the grievance will be assumed to have been settled.

If the supervisor has not answered the employee's complaint within five (5) business days, or if the answer is unsatisfactory in the employee's opinion, the employee may appeal to the next grievance level.

NOTE: The two-step process for a Sergeant's grievance shall be (1) Captain and (2) Review Board. The two-step process for a Lieutenant's grievance shall be, (1) Captain and (2) Review Board.

<u>Second Step</u> (Review Board - Division Chief, Commander and a Maximum of two members selected by the employee)

If the problem has not been resolved, the employee may submit his/her written grievance (Form SH-AD-465) to his/her Division Chief within ten (10) business days of the response, or lack of response, of the third level supervisor.

Upon presentation of the grievance at this level, the employee may exercise his/her option to designate a maximum of two sworn members (of equal or superior rank to the grievant)

of the Sheriff's Department who are not parties to the grievance to participate as equal voting members of the Review Board. The employee may waive such selection if he/she so desires by writing "waived" in the space provided for employee-selected members of SH-AD-465 and affixing his/her signature.

The Review Board shall consist of the employee's Division Chief (who shall act as Chairman), the Commander in the employee's chain of command and a maximum of two additional sworn members of the Sheriff's Department, if so selected by the employee.

The employee's Division Chief will establish the date, time and place for the Review Board meeting and promptly notify the employee. The Review Board shall meet with the employee at the earliest possible date, evaluate the grievance and afterward determine a course of action by permitting such Board member to have an equal voice. A majority opinion shall constitute a recommended decision. If a deadlock occurs, the opposing sides shall submit their written opinions to the Sheriff or his designated representative for final disposition.

Supervisors of all levels who have previously dealt with the grievance may be called by the Review Board to appear at the grievance meeting. The grievant may call witnesses who may serve on County time.

The Review Board shall submit its recommended decision or opposing opinions to Sheriff's Employee Relations within ten (10) business days of the Review Board meeting, unless a longer period of time has been agreed to by the employee.

Sheriff's Employee Relations shall coordinate the actions of the Review Board, processing the required documents to the Sheriff or his/her designated alternate.

The recommended decision by the Review Board, approved by the Sheriff or his/her alternate (the Undersheriff or Assistant Sheriff of the concerned division), shall be final, except as provided under Section 6, Arbitration, or appeal procedures provided in the Civil Service Rules.

Written notice of the Sheriff's decision shall be sent to the employee within ten (10) business days of the receipt of the Review Board's recommendation.

Section 6. Arbitration

1. Within ten (10) business days from the receipt of the written decision of the department head or his/her designated representative, an employee, only if he/she is represented by PPOA, may request that the grievance be submitted to arbitration as provided for hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding and which are brought by an employee who was represented by PPOA in any steps of the grievance procedure may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

A. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator;

B. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including but not limited to discharges, reductions and discrimination; nor

C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Administrative Office or any other County department, agency or commission unless the arbitrator in his/her discretion, finds it necessary to interpret or apply such rules or regulations

in order to resolve the grievance which has been submitted to the arbitrator;

D. Any subject matter relating to County-sponsored employee group insurance plans that could impose on the carrier, the provider or the County an obligation which would be in conflict with the applicable law and/or contracts or service agreements between the County and the carrier or provider;

E. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.

3. In the event PPOA desires to request a grievance which meets the requirements of Paragraph 2 hereof be submitted to arbitration, PPOA shall within the time requirements set forth above send a written request for arbitration to County's Employee Relations Commission which request shall:

A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration;

B. The parties shall select an arbitrator by mutual agreement and recommend to the Employee Relations Commission that the individual be appointed for the purpose of conducting the arbitration proceeding. In the event the parties cannot agree on a choice within thirty (30) working days from date of receipt of the request of arbitration, the parties shall request that the Employee Relations Commission provide them with a panel of five arbitrators. Upon receipt of the Employee Relations Commission panel, the parties shall alternately strike one name each from the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission;

C. Arbitration procedures conducted under the authority of this Section shall be held at an appropriate location in the County Hall of Administration, except when another location is mutually agreed upon by the parties to the case.

4. Arbitration of grievances hereunder will be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the

arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including but not limited to fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration will be the responsibility of the individual party involved.

5. Prior to a hearing by an arbitrator, a representative of the County and PPOA shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and PPOA cannot jointly agree on a submission statement, then, at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from or otherwise modify the terms and conditions of this Memorandum of Understanding.

7. The decision of the arbitrator shall be binding upon PPOA. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. PPOA may then resort to a court of competent jurisdiction to

pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Purpose

Implementation

Term

Renegotiation

Non-Discrimination

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

# APPENDIX C

## GRIEVANCE PROCEDURE (DISTRICT ATTORNEY)

### Section 1. Purpose

The purpose of the Grievance Procedure is to provide a just and equitable method for the resolution of grievances.

### Section 2. Definitions

A. "Grievance means a formal complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

B. "Business Days" means calendar days exclusive of Saturdays, Sundays and legal holidays.

C. "Chief" means the Chief of the District Attorney's Bureau of Investigation in the District Attorney's Department, or the Assistant Chief of the Bureau of Investigation when acting in the absence of the Chief.

D. "Middle Management" means a Lieutenant, Captain, Commander or the Assistant Chief in the District Attorney's Department.

E. "Immediate Supervisor" means Lieutenant or Captain in the District Attorney's Department.

F. "Grievant" means a Supervising Investigator or Lieutenant in the District Attorney's Department.

Section 3. Responsibilities

A. An employee is encouraged to discuss his/her complaint with his/her immediate supervisor as part of an ongoing process of training and communication between the employee and his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time. No employee shall suffer any penalty for presenting or filing a grievance.

B. Departmental management has the responsibility to:

1. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and

2. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

Section 4. Waivers and Time Limits

A. Failure by management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

B. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.

C. If an employee fails to appeal from one level to the next level within the time limits established in the grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

D. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

A. An employee may present his/her grievance on County time, but the use of County time for this purpose shall not be excessive nor shall this privilege be abused in any manner. The department shall determine what constitutes abuse.

B. Employees who are requested by either the grievant or by management to appear as witnesses at any hearing and at any step shall be allowed to do so on County time.

C. The employee has the right to the assistance of a representative of his/her choice in the preparation of the written grievance and to represent him/her in formal grievance meetings. The representative selected by the employee must be an authorized representative of a recognized employee organization or a fellow employee of the District Attorney's Bureau of Investigation who is not a party to the same grievance. Only a person selected by the employee and made known to management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.

D. If the grievance involves disciplinary action resulting in suspension, the employee may waive the first step in the formal grievance procedure and submit the grievance directly at the second step within ten (10) days from the notice of intent to discipline.

E. PPOA, agrees to encourage an employee who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated, and the specific remedy requested.

Section 6. Informal Procedure

Most problems or complaints can be settled if the employee will promptly, informally and amicably discuss them with his/her supervisor. This desired initial discussion should ideally precede any use of the formal grievance procedure.

Section 7. Formal Procedure

Step 1. (Immediate Supervisor)

If the problem has not been resolved within ten (10) business days of the date of the initial discussion with the immediate supervisor (or ten (10) business days from the occurrence or knowledge of the occurrence of a grievable matter if no informal discussion has occurred), the employee may file a formal written grievance with his/her immediate supervisor. The Grievance Form shall be prepared in triplicate by the employee stating the specific nature of the grievance and the remedy requested. The employee shall submit the original and one copy of the Grievance Form to his/her immediate supervisor and retain a copy . The Grievance Form may be secured from the departmental Personnel Section. Upon receipt of the formal grievance the immediate supervisor shall contact the grievant or the grievant's representative (if specified) and arrange a hearing date and location. Within five (5) business days from the completion of the hearing the Grievance Response Form shall be completed by the immediate supervisor. The original of both the Grievance and Grievance Response forms shall be returned to the grievant and a copy of the Grievance Response Form shall be retained by the immediate supervisor.

If the grievance is within the scope of the immediate supervisor's authority and responsibility and it is sustained, it shall be the immediate supervisor's responsibility to make the necessary arrangements to implement the decision.

Step 2. (Middle Management Representative or Review Board)

In the event the grievant is not satisfied with the Step 1 response and elects to seek review at the Step 2 level, the grievant shall, within five ( 5) business days from the receipt of the Step 1 response, forward the originals and one copy each of the Grievance and Grievance Response forms to the Chief of the Bureau of Investigation. At the grievant's option the Chief shall either designate a middle management representative to review the grievance or shall initiate the formation of a Review Board to review the grievance. If a Review Board is formed it shall be comprised of two middle management representatives designated by the Chief and a maximum of two peace officers in the District Attorney's Department designated by the grievant. The grievant's representatives on the Review Board must be of equal or superior rank to the grievant and must not be parties to the grievance.

Upon receipt of the Step 2 request for review from the Chief, the middle management representative or a member of the Review Board shall contact the grievant or the grievant's representative (if specified), and arrange a hearing date and location. Within five (5) business days from the completion of the hearing, the Grievance Response Form shall be completed by the ranking middle management representative in the Step

2 process. A majority opinion shall constitute a final decision. A grievance shall not be sustained on a tie vote or deadlock, but if such is the case, then the opposing sides shall attach their written opinions to the Grievance Response Form. The originals of the Grievance and Grievance Response forms shall be returned to the grievant and a copy of each shall be forwarded to the Chief. If the grievance is sustained by the Step 2 process, it shall be management's responsibility to make the necessary arrangements to implement the decision.

Step 3. (The Chief of the Bureau of Investigation)

If the grievance is denied or results in a deadlock at the Step 2 level, and the grievant elects to seek review at the Step 3 level, he/she shall, within five (5) business days from the receipt of the Step 2 response, send a written request to the Chief requesting a review of the grievance. The originals of the Grievance and Grievance Response forms shall accompany the written request.

Upon receipt of the Step 3 request for review, the Chief shall contact the grievant or the grievant's representative (if specified) and arrange a hearing date and location. Within ten (10) business days from the completion of the hearing the Chief shall complete the Grievance Response Form. If the grievance is sustained, the Chief shall make the necessary arrangements to implement the decision.

If the grievance is denied, the reason(s) will be set forth in the Grievance Response Form.

The originals of the Grievance and Grievance Response forms shall be forwarded to the departmental Personnel Officer who shall be responsible for establishing and maintaining a separate, permanent file for grievances processed through all step levels. A copy of each form shall be returned to the grievant and a copy of each shall be retained by the Chief.

Grievances processed through all step levels shall be retained for a period of three (3) years while an employee is in active County service, and shall be retained for a period of one year following termination of an employee's County service.

Section 8. Special Handling of Sensitive Complaints

If a grievant feels that because of the sensitive nature of his/her complaint that it should be reviewed initially by the Chief, he/she may direct his/her grievance to the Chief with a written memorandum specifying the need for departure from the conventional processing. The Chief shall determine whether the grievance should be handled personally or processed by the immediate supervisor. If it is determined that the grievance should be referred to the immediate supervisor, the Grievance Form shall be returned to the grievant with a written memorandum so specifying.

Section 9. Arbitration

1. Within ten (10) business days from the receipt of the written decision of the department head or his/her designated representative, an employee, only if he/she is represented by PPOA, may request that the grievance be submitted to arbitration as provided hereinafter.

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding and which are brought by an employee who was represented by PPOA in all steps of the grievance procedure may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

A. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator;

B. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to or request review by said Civil Service Commission, including but not limited to discharges reductions and discrimination; nor

C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Administrative Office or any other County department, agency or commission unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator;

D. Any subject matter relating to County-sponsored employee group insurance plans that could impose on the carrier, the provider or the County an obligation which would be in conflict with the applicable law and/or the contracts or service agreements between the County and the carrier or provider;

E. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.

3. In the event PPOA desires to request a grievance which meets the requirements of Paragraph 2 hereof be submitted to arbitration, PPOA shall within the time requirements set forth above send a written request to County's Employee Relations Commission which request shall:

A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration;

B. The parties shall select an arbitrator by mutual agreement and recommend to the Employee Relations Commission that the individual be appointed for the purpose of conducting the arbitration proceeding. In the event the parties cannot agree on a choice within thirty (30) working days from date of receipt of the request of arbitration, the parties shall request that the Employee Relations Commission provide them with a panel of five arbitrators. Upon receipt of the Employee Relations Commission panel, the parties shall alternately strike one name each from the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission;

C. Arbitration procedures conducted under the authority of this Section shall be held at an appropriate location in the County Hall of Administration except when another location is mutually agreed upon by the parties to the case.

4. Arbitration of grievances hereunder will be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance

with applicable rules and procedures adopted or specified by County's Employee Relations Commission unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including but not limited to fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration will be the responsibility of the individual party involved.

5. Prior to a hearing by an arbitrator, a representative of the County and PPOA shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and PPOA cannot jointly agree on a submission statement, then, at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from or otherwise modify the terms and conditions of this Memorandum of Understanding.

7. The decision of the arbitrator shall be binding upon PPOA. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award

requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. PPOA may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

# APPENDIX D

## EXPEDITED ARBITRATION

1. This is an alternative to the procedure set forth in Sections 6 and 9, Arbitration, of Appendices B and C, Grievance Procedure, respectively and will only be utilized upon mutual written agreement of the parties.

2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by the parties. If the parties cannot agree to a submission statement the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

   A. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator.

B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including but not limited to, discharges, reductions, and discrimination; nor

C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Administrative Office, or any other County department, agency, or commission unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:

A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

B. The parties agree that 1) No stenographic record of the hearing will be made, 2) there will be no representation by outside counsel and 3) there will be no post hearing briefs.

5. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.

6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.

7. The arbitrator shall issue a "bench" decision at the conclusion of the parties testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.

8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

9. The decision of the arbitrator shall be binding upon PPOA. To the extent the decision and award of the arbitrator does not require legislative action by the

Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

10. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

APPENDIX E

COURT TIME FOR EMPLOYEES IN PPOA UNIT 612

Pursuant to the procedures established in cooperation with applicable courts, the parties to the PPOA Memorandum of Understanding agree that employees covered by such Memorandum of Understanding, with the exception of the classes of Lieutenant and Lieutenant, DA, who receive an on-call subpoena and remain on-call during off-duty hours for court appearances, shall receive one-half their hourly rate, as defined by the Los Angeles County Code for their classification, for each hour that they are on-call including travel to court as a result of having received a call to appear. However, in no event shall an employee (except the classes of Lieutenant and Lieutenant, DA) who receives an on-call subpoena, which is not canceled prior to the date of the subpoena, be compensated for less than two (2) hours of on-call including travel to court. The on-call status will commence at the time for appearance specified in the subpoena, and will end when the employee is relieved from on-call status by the court or the Liaison Deputy, or upon arrival at the court in response to a call. It is further agreed that employees assigned to an evening or early morning shift, or those on their day off, shall, upon receipt of an on-call subpoena, notify the court liaison officer designated by their unit of their on-call status. Employees in an on-call status shall contact their court liaison officer by noon of the day set for appearance to confirm their status if they have not been contacted earlier. If the employee is on an on-call status at the end of the court day, the court liaison officer shall notify the employee at the end of the court day whether he/she is to remain on-call the following day. Employees receiving an on-call

subpoena shall report to court only when called to appear. Employees who are called to appear in court on an overtime basis shall receive overtime compensation at the rate established for their classification.

The above provisions will remain in effect for the term of this contract unless superseded by order of the Board of Supervisors.

# APPENDIX F

## SICK LEAVE ACCRUAL EXCHANGE

The parties agree to recommend jointly to the County's Board of Supervisors that employees shall earn and accrue full-pay sick leave and be paid for unused full-pay sick leave as provided in Article 12 of the Memorandum of Understanding regarding fringe benefits between the County and the Coalition of County Unions, AFL-CIO, except as follows:

1. Employees in this Unit shall be credited with full-pay sick leave to a maximum of 10 days in 1988 and a maximum of 8 days in 1989.

2. It is understood between the parties that in exchange for the reduction in credited full-pay sick leave as provided in one (1), herein above, the provisions in Article 7, Section 1, Recommended Salary Adjustment, on July 1, 1988, included an additional 8 level base rate increase.

3. Effective January 1999, employees in this Unit in the classification of Sergeant (#2717) or Lieutenant (#2719) shall be credited with full-pay sick leave to a maximum of 12 days.

4. Effective January 1, 2001, Lieutenant, DA (Item No. 2894) and Supervising Investigator, DA (Item No. 2891) shall be credited with 4 additional days of full-

pay sick leave to a maximum of 12 days in calendar year 2001 and a maximum of 12 days per calendar year thereafter. In exchange for the increase in credited full-pay sick leave days, amendments were made to Sections 1 and 4 of Article 7. Further, Lieutenant, DA and Supervising Investigator, DA were added to Article 27, Random Drug Testing.

5. In addition to the days of unused full-pay sick leave for which an employee may be paid pursuant to Section 2 of said Article 12, of the Coalition Fringe Benefits Memorandum of Understanding, an employee may, at his/her option, regardless of whether sick leave was used during the preceding 12 months, receive payment for up to 2 additional sick leave days on July 1, 2001, and 2002, in lieu of carrying such days, provided at least 20 days of full-pay sick leave remain to the employee's credit after such payment.

6. Employees in this Unit shall be credited with full-pay sick leave to a maximum of 12 days as indicated above during the term of this contract.

## ANALYSIS

This ordinance amends Title 5 - Personnel and Title 6 - Salaries, of the Los Angeles County Code by:

- Amending various sections extending provisions negotiated with Supervisory Peace Officers to non-represented peace officer classifications.

RAYMOND G. FORTNER
County Counsel

By _____
LESTER J. TOLNAI
Principal Deputy County Counsel
Management Services Division

LJT:mag

02/25/05 (requested)
03/02/05 (revised)

**ORDINANCE NO._____**

An ordinance amending Title 5 - Personnel and Title 6 - Salaries of the Los Angeles County Code, relating to Peace Officers.

The Board of Supervisors of the County of Los Angeles ordains as follows:

**SECTION 1.** Section 5.72.053 is hereby amended to read as follows:

**5.72.053 Uniform allowance -- Peace officers.**

A. Any person employed in a position of Captain (Item No. 2721), Captain, DA (Item No. 2896), Commander (Item No. 2723), Commander, DA (Item No. 2898), Detective (UC) (Item No. 9977), Detective (UC) (Item No. 9978), or Detective (UC) (Item No. 9980) shall be entitled to annual lump-sum payments as follows:

1. ~~$1,000.00 payable between January 15, 2004 and January 30, 2004, provided such person was employed in said position on November 1, 2003;~~ Effective March 1, 2005, a person employed on a position of Captain (Item No. 2721), Captain, DA (Item No. 2896), Commander (Item No. 2723), Detective (UC) (Item No. 9977) or Detective (UC) (Item No. 9980) shall receive a one-time only lump-sum uniform allowance supplement payment of $2,500.00;

2. ~~$1,000.00 payable between December 1, 2004 and December 15, 2004 provided such person was employed in said position on November 1, 2004;~~ Effective March 1, 2005, for persons employed on positions of Commander, DA (Item No. 2898) or Detective (UC) (Item No. 9978), paid in accordance with the provisions contained in Title 6, Chapter 6.08, Part 3 of the Los Angeles County Code,

shall receive a one-time only lump-sum uniform allowance supplement payment of $2,500.00 upon departmental certification that such person's performance is "Merit Performance" or better;

3. $1,000.00 payable between December 1, 2005, and December 15, 2005, provided such person was employed in said position on November 1, 2005~~.~~;

4. $1,000.00 payable between December 1, 2006 and December 15, 2006 provided such person was employed in said position on November 1, 2006;

5. $1,000.00 payable between December 1, 2007 and December 15, 2007 provided such person was employed in said position on November 1, 2007.

B. All payments made pursuant to this section shall be made by separate payroll warrant.

C. Any person employed in a position of Division Chief, Sheriff (UC) (Item No. 9968), Assistant Sheriff (UC) (Item 9969), Undersheriff (UC) (Item No. 9970), or Detective (UC) (Item No. 9979), shall be entitled to annual lump-sum payments as follows:

1. ~~$500.00 payable between January 15, 2004 and January 30, 2004 provided such person was employed in said position on November 1, 2003;~~ Effective March 1, 2005, persons employed in said positions, paid in accordance with the provisions contained in Title 6, Chapter 6.08, Part 3 of the Los Angeles County Code, shall receive a one-time only lump-sum uniform allowance supplement of $1,250.00 upon departmental certification that such person's performance is "Merit Performance" or better;

2. $500.00 payable between December 1, 2004~~5~~ and December 15, 2004~~5~~, provided such person was employed in said position on November 1, 2004~~5~~;

3. $500.00 payable between December 1, 200~~5~~6, and December 15, 200~~5~~6, provided such person was employed in said position on November 1, 200~~5~~6~~.~~;

4. $500.00 payable between December 1, 2007 and December 15, 2007 provided such person was employed in said position November 1, 2007.

**SECTION 2.** Section 6.08.365 is hereby amended to read as follows:

**6.08.365 Departmental special rates.**

Special rates provided in Division 3 of Title 6 of this code shall be applicable to Plan Participants only as specifically provided in this section.

. . .

D. Sheriff.

1. Participants in the classes listed in paragraphs 2 and 3 of subsection A of Section 6.10.105 shall be entitled to receive the compensation provided by those provisions. Notwithstanding any other provision of this code, any POST bonus received by an employee shall be disregarded when calculating the amount of promotional increase to which the Participant is entitled pursuant to subsection C of Section 6.08.340;

2. Longevity Pay. a. Eligibility. Beginning July 1, 2005, each person employed in one of the following positions shall be eligible to receive longevity pay based on years of completed aggregate service in accordance with the implementation schedule provided in subparagraph d:

| Item No. | Title |
| --- | --- |
| 2898 | Commander, DA |
| 9966 | Field Deputy, Sheriff (UC) |
| 9968 | Division Chief, Sheriff (UC) |
| 9969 | Assistant Sheriff (UC) |
| 9970 | Undersheriff (UC) |

b. Such longevity pay shall be paid for aggregate service in the County of Los Angeles as a Deputy Sheriff (Item No. 2708). In the case of mergers or consolidations, as provided in Section 6.02.040 of this title, agency hire date as a safety employee shall be recognized for the purpose of determining aggregate service. Neither lateral law enforcement experience, military service buy-back, nor non-safety County work experience shall count toward meeting the aggregate service requirements for longevity pay.

c. The longevity pay provided by this subparagraph shall only be paid upon departmental certification that the employee's performance is "Merit Performance" or better. Whenever an "Unsatisfactory Performance" or "Improvement Needed Performance" evaluation is filed with the Director of Personnel, the longevity pay shall be cancelled and may not be restored until a "Merit Performance" or better rating is so filed.

d. Longevity pay based on years of aggregate service shall be implemented as follows:

1. Effective July 1, 2005, in addition to the compensation provided for in Section 6.28.050, and pursuant to the provisions of Section 6.08.070, an eligible employee under this subparagraph shall be paid additional compensation of 3 percent higher than he would otherwise be entitled to receive upon the completion of 19 years of aggregate service.

2. Effective January 1, 2006, in addition to the compensation provided for in Section 6.28.050, and pursuant to the provisions of Section 6.08.070, an eligible employee under this subparagraph shall be paid additional compensation of 7 percent higher than he would otherwise be entitled to receive upon the completion of 24 years of aggregate service.

3. Effective July 1, 2006, in addition to the compensation provided for in Section 6.28.050, and pursuant to the provisions of Section 6.08.070, an eligible employee under this subparagraph shall be paid additional compensation of 11 percent higher than he would otherwise be entitled to receive upon the completion of 29 years of aggregate service.

e. The additional compensation provided by this paragraph shall constitute a base rate.

. . .

H. District Attorney. Longevity Pay. 1. Eligibility. Beginning July 1, 2005, each person employed in one of the following positions shall be eligible to receive

longevity pay based on years of completed aggregate service in accordance with the implementation schedule provided in paragraph 3:

| Item No. | Title |
|---|---|
| 9978 | Detective (UC) |
| 9979 | Detective (UC) |

2. Such longevity pay shall be paid for aggregate service in the County of Los Angeles as an Investigator, DA (Item No. 2889). In the case of mergers or consolidations, as provided in Section 6.02.040 of this title, agency hire date as a safety employee shall be recognized for the purpose of determining aggregate service. Neither lateral law enforcement experience, military service buy-back, nor non-safety County work experience shall count toward meeting the aggregate service requirements for longevity pay;

3. The longevity pay provided by this subsection shall only be paid upon departmental certification that the employee's performance is "Merit Performance" or better. Whenever an "Unsatisfactory Performance" or "Improvement Needed Performance" evaluation is filed with the Director of Personnel, the longevity pay shall be cancelled and may not be restored until a "Merit Performance" or better rating is so filed;

4. Longevity pay based on aggregate years of service shall be implemented as follows:

a. Effective July 1, 2005, in addition to the compensation provided for in Section 6.28.050, and pursuant to the provision of Section 6.08.070, an eligible employee under this subsection shall be paid additional compensation of 3 percent higher than he would otherwise be entitled to receive upon the completion of 19 years of aggregate service;

b. Effective January 1, 2006, in addition to the compensation provided for in Section 6.28.050, and pursuant to the provisions of Section 6.08.070, an eligible employee under this subsection shall be paid additional compensation of 7 percent higher than he would otherwise be entitled to receive upon the completion of 24 years of aggregate service;

c. Effective July 1, 2006, in addition to the compensation provided for in Section 6.28.050, and pursuant to the provisions of Section 6.08.070, an eligible employee under this subsection shall be paid additional compensation of 11 percent higher than he would otherwise be entitled to receive upon the completion of 29 years of aggregate service.

5. The additional compensation provided by this subsection shall constitute a base rate.

**SECTION 3.** Section 6.10.115 is hereby added to read as follows:

**6.10.115 Longevity pay – peace officers.**

A. Eligibility.

1. Beginning July 1, 2005, each person employed in one of the following positions shall be eligible to receive longevity pay based on years of aggregate service in accordance with the implementation schedule provided in subsection B:

| Item No. | Title |
|---|---|
| 2721 | Captain |
| 2723 | Commander |
| 2896 | Captain, DA |
| 9967 | Executive Assistant, Sheriff (UC) |
| 9977 | Detective (UC) |
| 9980 | Detective (UC) |

2. Such longevity pay shall be paid for aggregate service in the County of Los Angeles as a Deputy Sheriff (Item No. 2708) or as an Investigator, DA (Item No. 2889). In the case of mergers of consolidations, as provided in Section 6.02.040 of this title, agency hire date as a safety employee shall be recognized for the purpose of determining aggregate service. Neither lateral law enforcement experience, military service buy-back, nor non-safety County work experience shall count toward meeting the aggregate service requirements for longevity pay.

B. Longevity pay based on years of aggregate service shall be implemented as follows:

1. Effective July 1, 2005, in addition to the compensation provided for in Section 6.28.050, and pursuant to the provisions in Section 6.08.070, an eligible employee under this section shall be paid additional compensation of 12 standard salary levels higher than he would otherwise be entitled to receive upon the completion of 19 years of aggregate service;

2. Effective January 1, 2006, in addition to the compensation provided for in Section 6.28.050, and pursuant to the provisions of Section 6.08.070, an eligible employee under this section shall be paid additional compensation of 28 standard salary levels higher than he would otherwise be entitled to receive upon the completion of 24 years of aggregate service;

3. Effective July 1, 2006, in addition to the compensation provided for in Section 6.28.050, and pursuant to the provisions of Section 6.08.070, an eligible employee under this section shall be paid additional compensation of 4 standard salary schedules, (44 standard salary levels) higher than he would otherwise be entitled to receive upon the completion of 29 years of aggregate service;

4. The additional compensation provided by this section shall constitute a base rate.

**Section 4.** Pursuant to Sections 25123(e) and 25123 (f) of the Government Code, this ordinance shall take effect immediately upon final passage. If this ordinance becomes effective after March 1, 2005, it shall be construed and applied as if it were effective and operative on and after March 1, 2005.

[PeaceOfficers-GLLT]