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Chief Administrative Officer

Board of Supervisors
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YVONNE B. BURKE
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Third District

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Fourth District

MICHAEL D. ANTONOVICH
Fifth District

May 10, 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 AND SUCCESSOR TO THE MEMORANDUM OF UNDERSTANDING FOR BARGAINING UNIT 611- PEACE OFFICERS (3-VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve Amendment No. 1 to the Memorandum of Understanding (MOU) for the Peace Officers employee representation Unit 611.

2. Approve Successor Memorandum of Understanding (MOU) for Peace Officers – Unit 611.

PURPOSE OF THE RECOMMENDED ACTION:

The successor MOU for Bargaining Unit 611 has been ratified by the employee organization for a 3-year term covering the period of February 1, 2005, through January 31, 2008. The recommended action to implement Amendment No. 1 for Unit 611 is necessary to cover the period while the parties were engaged in protracted negotiations from the expiration of the MOU to the new contract start date.

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 provisions of the successor agreement are within the parameters established by your Board. The County's pension actuary, Mellon, has advised that the proposed salary adjustments will have no negative impact on the funded status of the retirement system.

FACTS AND PROVISIONS:

Amendment No. 1 to the Unit 611 MOU is a ministerial adjustment to extend the term of the MOU to January 31, 2005. Unit 611's new contract start date is February 1, 2005.

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

In addition, the County will establish cumulative longevity pay increases of 3% (12 levels) for 20 years of service; 4% (16 levels) for 25 years of service; and 4% (16 levels) for 30 years of service.

CONCLUSION

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

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:JA
PDC:rld

Attachments

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

BL – MOU 611 – 5-10-05

AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO THE BOARD OF SUPERVISORS
REGARDING THE
PEACE OFFICERS
EMPLOYEE REPRESENTATION UNIT

THIS AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING made and entered into this 10th day of May, 2005.

BY AND BETWEEN

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

ASSOCIATION FOR LOS ANGELES DEPUTY SHERIFFS (hereinafter referred to as "ALADS" or "Union").

WHEREAS, on the 16th day of June, 2000, the parties entered into a Memorandum of Understanding regarding the Peace Officers Employee 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. 1 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors and this Amendment No. 1 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. 1 the day, month and year first above written.

ASSOCIATION FOR LOS ANGELES DEPUTY SHERIFFS (ALADS)

By _____
President, ALADS

By _____
Executive Dir, ALADS

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

By _____
Chief Administrative Officer

By _____
Sheriff

By _____
District Attorney

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. 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 PEACE OFFICERS

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 10th day of May, 2005,

BY AND BETWEEN	Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County"),
AND	ASSOCIATION FOR LOS ANGELES DEPUTY SHERIFFS (hereinafter referred to as "ALADS" or "Union").

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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, the Association for Los Angeles Deputy Sheriffs was certified on April 22, 1976, by County's Employee Relations Commission (Employee Relations Commission File No. R-135-76) as the majority representative of County employees in the Peace Officers Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes ALADS as the certified majority representative of the employees in 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 ALADS 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.

Implementation shall be effective as of February 1, 2005. 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 26, 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. 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-0pener 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
2708	DEPUTY SHERIFF	CURRENT	NT	78H	3538.45	5165.09
		04/01/2005	NT	79J	3642.82	5320.00
		12/01/2005	NT	80F	3714.91	5425.82
2712	DEPUTY SHERIFF IV	CURRENT		86	4388.73	5452.55
		04/01/2005		87J	4520.73	5615.82
		12/01/2005		88F	4610.82	5727.91
2707	DEPUTY SHERIFF TRAINEE	CURRENT		78H	3538.45	4388.73
		04/01/2005		79J	3642.82	4520.73
		12/01/2005		80F	3714.91	4610.82
2889	INVESTIGATOR,DA	CURRENT		82H	3938.82	4892.00
		04/01/2005		83J	4056.27	5038.91
		12/01/2005		84F	4136.91	5139.64
2890	SENIOR INVESTIGATOR,DA	CURRENT	NW	90L	4928.00	6463.27
		04/01/2005	NW	92A	5076.00	6657.00
		12/01/2005	NW	92J	5177.82	6790.09

NOTE T Notwithstanding any other provision of the County Code or memorandum of understanding, employees in this class shall be compensated on an eight-step range, the sixth step being the fifth step of the salary schedule which is two standard salary schedules above the indicated schedule number, the seventh step being the fifth step of the salary schedule which is four standard salary schedules above the indicated schedule number, and the eighth step being the fifth step of the salary schedule which is six standard salary schedules above the

indicated schedule number. Advancement to the eighth step shall occur only after completion of one year on the seventh step in this class and successful completion of Custody and Patrol training assignments. The rate or rates established by this provision constitute a base rate.

Note W Notwithstanding any other provision of the County Code, employees employed in this position shall be compensated on a six-step salary range, the sixth step being the fifth step of the salary schedule which is two standard salary schedules above the indicated schedule number. The rate or rates established by this provision constitute a base rate.

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 designated representative who shall respond to the grievance within ten (10) days.

(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 ALADS 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.

(e) Employees in the classes of Deputy Sheriff, Deputy Sheriff Trainee and Deputy Sheriff IV shall be placed on, and shall progress through the range of steps as provided by APPENDIX "G" (attached hereto).

Section 3. Special Step Range

Employees in the class of Senior Investigator, DA shall be placed on the sixth step of the range if they have been on the fifth step on or before July 1, 1974. All employees in the class shall progress through the range to the new sixth step range pursuant to the provisions of the Los Angeles County Code.

Section 4. Relief Deputy Helicopter Observer Bonus

Deputy Sheriffs (Item No. 2708) and Deputy Sheriff IV's (Item No. 2712) regularly assigned as relief helicopter observers shall be compensated at a rate two schedules higher than that established in Section 1 of this Article. Deputies assigned as relief observers must complete special training required for such relief assignments and shall be compensated only for that portion of time relief duties are actually performed.

Section 5. Transportation Bureau

A bonus of twenty dollars ($20) per pay period shall be paid to employees in the classes of Deputy Sheriff and Deputy Sheriff IV who are regularly assigned to the Transportation Bureau as bus drivers. Effective July 1, 2000, the bonus pay shall be increased to twenty-five dollars ($25) per pay period.

Section 6. Additional Compensation - POST Certificate Bonus

In addition to the salary set forth for the classification in Section 1 of this Article, employees covered by this agreement shall receive a twenty-six (26) standard salary "level" bonus for successful completion of the initial course of training received by Deputy Sheriff Trainees 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."

Notwithstanding the above, for the purposes of this Section, Deputies who attended Academy Classes which began between September 25, 1997 and April 25, 1999, formerly known as "Modified" Academy Training Classes, who qualify for the Basic POST Certificate Bonus shall be entitled to the thirty-eight (38) or (50) fifty standard salary "levels" for the Intermediate or Advance POST certificate provided the employee successfully meets the POST requirements for time in service and education/training points.

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 September 1, 1985. 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 of 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.

The provisions of this Section 7 shall be effective November 1, 1997 and shall supersede the provisions of Article 7, Salaries, Section 6 of the 1990/93 Memorandum of Understanding and subsequent amendments to Article 7, Section 6 of the aforementioned Memorandum of Understanding.

Section 7. Longevity Pay/Training Bonus

a. Employees covered by this agreement who elected to receive longevity pay in lieu of a POST Certificate Bonus shall continue to receive the longevity pay they received on June 30, 1977 for as long as they remain in a classification to which longevity has applied. (No employee shall be eligible to receive greater longevity pay than he/she received on June 30, 1977. In addition, employees hired after July 1, 1975 shall be entitled to receive only a POST bonus.) Notwithstanding the above, employees who elected longevity pay shall remain eligible to receive, in addition to their longevity pay, twenty-six (26) additional standard salary schedule levels effective November 1, 1997. (This bonus was in consideration of special training requirements established and completed during the term of the 1979-81 Memorandum of Understanding.)

b. Not withstanding the provisions of Section 7(a), 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).

Section 8. Trainee Recruitment Bonus

Any person employed in the position of Deputy Sheriff Trainee before November 1, 1997 shall be eligible to receive, in addition to his/her base rate, one (1) additional standard salary schedule higher than he/she would otherwise be entitled to receive.

Upon successful completion of training, employees who are administratively reassigned to Deputy Sheriff (Item No. 2708), shall be placed on a step in the new range which is higher than the salary provided by his/her base rate and recruitment bonus. Such step placement shall not establish a new anniversary date.

Section 9. 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 10.

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 11. Motorcycle Skill Pay

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

Section 12. Patrol Station Retention Bonus

A. Effective February 1, 2000, employees covered by this agreement who are currently assigned to a patrol station and have been assigned to a patrol station for 36 consecutive months, twelve months of which must have been on the

eighth step, shall be entitled to a monthly Patrol Station Retention Bonus of eight (8) standard salary levels. The bonus shall be paid in a lump sum no later than September 15, 2000 for each full month the employee was in a pay status between February 1, 2000 and June 30, 2000 and assigned to a patrol station.

Thereafter, an employee who meets the criteria in this Section between July 1st and June 30th of each year shall receive the bonus for each full month he/she was in a pay status and continued to be assigned to a patrol station. The bonus shall be paid in a lump sum no later than September 15th of each year.

If an employee voluntarily leaves a patrol station assignment the bonus shall be discontinued. If an employee returns to a patrol station and he/she was previously assigned to a patrol station for 36 consecutive months, twelve months of which was at the eighth step, he/she shall be entitled to the bonus.

B. For the purpose of this Section, Patrol is defined as those jobs performed at a patrol station by a Deputy Generalist, Deputy IV, Field Training Officer (FTO), or "Team Leader" involving "calls for service" such as routine patrol, COPS Deputies, Station Desk Personnel, Station Jailer Deputies, Special Assignment Deputies, School Resources Deputies, and Transit Services Bureau Deputies.

C. Management will not reassign employees for the sole purpose of depriving them from receiving the compensation provided in this Section.

ARTICLE 8 HOURS OF WORK AND OVERTIME

Section 1.

A. Work schedules for employees in this unit have been established by management on a seven (7) consecutive work day cycle in accordance with the provisions of the Fair Labor Standards Act (FLSA). Should management desire to change an existing work schedule, it shall meet and confer with ALADS.

B. The provisions of Section 6.10.030 of the Los Angeles County Code shall be applicable when there is a permanent change in an employee's work schedule.

C. Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

Section 2.

A. Overtime for employees in this unit who are covered by FLSA shall be paid at time and one-half his/her regular hourly rate in accordance with the provisions of FLSA with the following exceptions:

1. 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.

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.

B. Overtime, as defined by the Fair Labor Standards Act (FLSA) shall be authorized and compensated for as follows for all FLSA exempt employees in this Unit. When ordered to work overtime by departmental management, employees hereby shall earn compensatory time off for overtime worked, 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 forty 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. Any accumulated compensatory time off for which an employee has credit as of the effective date of this Article shall be counted in the 160 hours of compensatory time off specified above.

Notwithstanding any other provision of this Subsection B, employees required to attend unit meetings during otherwise off-duty time shall receive as compensation therefor 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 Section 1.

Section 3. 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 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 ten (10) 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 hours of compensatory time accumulated in accordance with the provisions 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 4. Assignment of Overtime

Nothing herein is intended to limit or restrict the authority of management to require any employee to perform overtime work.

Section 5. Savings Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime and work schedule provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 6. Department Head Authority

Department Heads may pay overtime to exempt employees in lieu of allowing them to accumulate compensatory time off for overtime worked when the Department Head deems it essential to the effective operation of the department and its mission, subject to approval of the Chief Administrative Office.

Section 7. Time of Payment

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

Section 8.

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 CALL BACK

Whenever an employee is unexpectedly ordered by his Department Head or designated management representative to return to work following the termination of his/her normal work shift and departure from his/her work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 8, Hours of Work and Overtime.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report or work up to two hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

ARTICLE 10 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 no event shall a Deputy Sheriff Trainee be compensated under this Article, unless Management determines that he/she has been working as a Deputy Sheriff Trainee for a year or more.

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 11 DEPUTY SHERIFF TRAINEE ASSIGNMENTS

No Deputy Sheriff Trainee shall be assigned to any position which would require him/her to take actions normally associated with police or custody positions which are likely to result in confrontation with inmates or law violators which could subject the employee to an industrial illness or injury.

ARTICLE 12 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. Notwithstanding the above, for those Deputy Sheriff's (Bonus II's) assigned to the Major Violator Crews at Narcotics Bureau "Incumbent Employee" status shall be limited to those employees whose names and employee numbers are the following:

INCUMBENT EMPLOYEES
NARCOTICS BUREAU
MAJOR VIOLATORS CREW

EMPLOYEE NAME	EMPLOYEE NUMBER	DATE ASSIGNED TO LASD MAJORS TEAM
Anderson, Craig	220155	09/02/90
Ballestros, Richard	183123	06/28/92
Bardon, Robert	004063	05/01/89
Beers, Daniel	213486	09/02/90
Corcoran, Brian	184903	08/14/92
Demilio, Frank	109842	12/22/90
Deruyter, James	209524	04/19/92
Esquivel, Robert	026700	05/01/89
Fennell, Joseph	213677	06/02/91
Groves, Scott	196023	04/19/92
Grubb, Thomas	213453	06/02/91
Hartman, Eric	105760	09/02/90
Hernandez, Abraham	097606	06/02/91
Lazzari, Dennis	052555	07/22/90
Lotizio, Patrick	137420	02/17/91
Martinez, Michael	058002	06/01/91
Mayer, John	177433	07/22/90
Mclaurin, Roy	154859	01/05/92
Mendoza, Ruben	004204	07/22/90
Moline, Robert	110594	06/02/91
Morris, Phil	195999	07/22/90
Mossman, Steven	209541	01/05/92
Rothans, Michael	223434	11/27/90
Serrano, Alphonso	184872	09/02/90
Shelnutt, Robert	082509	05/01/89
Silos, Roger	084501	07/22/90
Stover, Randal	119767	07/22/90

5. "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 (Protective Survey Job Numbers 340 <Major Violator Narcotics Investigator>, 505 <Narcotic Leadman Investigator>, 506 <Training & Public Relations>, 509 <Narcotics Investigator>)	Six (6) years
2. Special Investigations Bureau (Protective Survey Job Numbers 370 <Area Intelligence>, 416 <Assistant Crew Chief>, 418 <Research>, 425 <Investigator>)	Seven (7) years
3. Vice Bureau (Protective Survey Job Number 507 <Vice Investigator>)	Five (5) years
4. Special Enforcement Bureau (Protective Survey Job Number 541 <Special Enforcement>)	Seven (7) 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.

Examples:

a. A Bonus I Deputy would transfer and continue to receive the Bonus I pay differential plus step and negotiated increases.

b. A Bonus II Deputy would transfer and continue to receive the Bonus II pay differential plus step and negotiated increases.

3. Once an Incumbent Employee is transferred 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.

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

D. Future Employees

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.

6. Notwithstanding Paragraph 3 above, "Future Employees" assigned to Narcotics Bureau Major Violators Crews (Protective Survey Job Number 340 Major Violator Narcotics Investigator) shall, upon the conclusion of

their Tour of Duty, be removed from Bonus II pay in the manner prescribed for Bonus II removal in Article 13, Bonus Selection, of this Memorandum of Understanding, until said employee's pay reaches that of Bonus I. When the pay level of such an employee reaches the level at Bonus I, the provisions of Paragraph 3 above shall apply.

E. Application of Policy

The intent of the parties is that this program will apply only to employees represented by Unit 611. 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 have transferred from a Covered Unit prior to February 1, 1996, that 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 13 BONUS SELECTION

The parties agree to defer to a subcommittee of Union and Sheriff Department management representatives to negotiate the impact of revisions to implement the court validated selection program. Consultation and negotiations, as set forth below, to be conducted in two separate phases:

A. Consultation on AON Coveted Selection Process (46 manuals – possibly condensed due to proposed PSN consolidation)

B. Impact Negotiations on AON Selection Process.

Consultation on the validation (A) of the manual will commence during the term of the contract. Consultation shall not exceed ninety days, unless agreed upon by both parties. Impact Negotiations regarding the validated selection process (B) will terminate when a written agreement is executed by the parties or at the conclusion of the ERCOM Impasse Resolution Process.

With agreement by both parties, AON selection process may be incrementally implemented at any time during the Impact Negotiation phase. Parties agree to amend Article 13 and Appendix G to incorporate any agreement reached on the AON selection process (B).

Either party may proceed to impasse, at the conclusion of Impact Negotiations (B), if agreement is not reached on the AON selection process.

ARTICLE 14 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.	
2708	Deputy Sheriff
2712	Deputy Sheriff IV
2889	Investigator, DA
2890	Senior Investigator, 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 15 TRANSFER LIST

It is agreed that the departmental transfer list will be updated on a semi-annual basis and that the first of these updates will occur as soon after the implementation of this Memorandum of Understanding as is practicable.

ARTICLE 16 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 17 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns or picketing shall be caused or sanctioned by ALADS or any person acting on its behalf and ALADS agrees not to sanction any such activity by its members, 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 ALADS fails to exercise good faith in halting the work interruption, ALADS 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 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. Employees will be notified prior to the recovery of overpayments.

2. 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 ASSOCIATION RIGHTS

Section 1. ALADS Rights

It is understood and agreed that ALADS 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 ALADS 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. Bulletin Boards

Management agrees to provide at least one arch-file clipboard for the exclusive use of ALADS in each area or facility employing more than ten (10) employees. ALADS shall have the right to use such arch-file clipboard to post information or material concerning the following subjects:

A. ALADS recreational, social and related news bulletins;

B. Scheduled ALADS meetings;

C. Information concerning ALADS elections or the results thereof;

D. Reports of official business of ALADS including reports of committees or the Board of Directors.

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

In cases where ALADS represents more than one representation unit at a work location, the space described above will become the bulletin board space for all employees represented by ALADS at that work location.

Section 3. Work Access For Representation Purpose

The parties agree that authorized ALADS 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:

1. ALADS shall furnish a list of representatives to the department head or his designated representative. ALADS will immediately notify the department of any change in its representatives.

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

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

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

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

6. An employee designated as an authorized ALADS 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 4. Intra-County Communications

It is agreed that during the term of this agreement ALADS may maintain a mailbox at Sheriff's Headquarters. All material which ALADS desires to teletype shall first be reviewed for approval by the Sheriff's authorized representative.

Section 5. Reassignments

While serving as a member of the ALADS Board of Directors, an employee who is performing his/her duties at a competent level may request to remain in his/her current assignment. The employee shall not be reassigned unless such reassignment is necessitated by the needs of the service as determined by Management.

Section 6. ALADS/Management Meetings

Management agrees to consult with the Association for Los Angeles Deputy Sheriffs in conformity with Section 5 and Section 6(a) of the Employee Relations Ordinance.

Section 7. Payroll Deductions and Dues

It is agreed that ALADS' dues and such other deductions as may be properly requested and lawfully permitted shall be deducted monthly by Management from the salary of each employee covered hereby who files with the County a written authorization within

the provisions of applicable State law. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to ALADS by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

ALADS 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.

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

Section 9.

Management also agrees to furnish to each new employee entering the Unit the letter (Exhibit A) supplied by ALADS explaining to the employee both his/her rights under the Employee Relations Ordinance and the status of ALADS as the certified majority

representative for Deputy Sheriffs, as well as material related to the services and employee benefits programs offered by ALADS. Such material shall be approved by Management prior to distribution.

Section 10. Employee Lists

Management will provide ALADS 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 month intervals when requested by ALADS at a reasonable cost determined by the office of the County Auditor-Controller.

ARTICLE 20 PERSONNEL INVESTIGATIONS

A. The President, Vice President, Executive Director, ALADS' staff attorney, 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 designated representative as follows:

   Sheriff's Department
   Commander, Professional Standards and Training Division

   District Attorney's Office
   Chief, Bureau of Investigation

3. ALADS 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 ALADS 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 notified that their peace officer powers have been suspended are precluded from working peace officer assignments.

ARTICLE 21 LEGAL REPRESENTATION

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his/her employment as an employee of County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in said Government Code.

ARTICLE 22 ADVISORY COMMITTEE MEMBERSHIP

The Sheriff agrees to appoint from the membership of the Association for Los Angeles Deputy Sheriffs two qualified persons to serve as representatives on the Uniform and Equipment Advisory Committee in accordance with the following conditions:

1. ALADS will submit to the Sheriff or his designated representative a list of six named employees of the department.

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

3. The appointed representative for the 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 23 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 ALADS 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 ALADS to advise them of this action within five (5) 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 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 24 GENERAL CONDITIONS

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

ARTICLE 25 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither ALADS nor Management, nor their authorized representatives will appear before 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 of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 26 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 27 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 28 RANDOM DRUG TESTING PROGRAM

Section 1 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), Multi-jurisdictional 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, or as soon thereafter as this agreement is adopted by the County Board of Supervisors.

Section 2. 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 3. 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 4. 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 thumb print 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 Supervisor 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 5. 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 thumbprint 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
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 6. 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 7. 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 date 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 DATE OF COLLECTION
PRINT

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

ATTACHMENT B1

SHERIFF'S DEPARTMENT

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

REMARKS:

ATTACHMENT B2

SHERIFF'S DEPARTMENT
SCIENTIFIC SERVICES BUREAU
RANDOM DRUG TESTING CONTROL RECORD

LABORATORY _____ RECEIPT NO. _____
RECEIVED BY: _____
DATE: _____ TIME: _____
COLLECTION SHEET(S): _____
URINE SPECIMENS: _____
SEALED PRE-TEST DECLARATIONS: _____

========= ==== ========== ==== ==========

SCREENING TEST (EMIT):

ASSIGNED TO: _____ BY: _____
DATE: _____ TIME: _____
COMPLETED BY: _____
DATE: _____ TIME: _____
RETURNED TO: _____ BY: _____
DATE: _____ TIME: _____
NEGATIVE SPECIMEN(S): _____
DISPOSED ON: _____ BY: _____
POSITIVE SPECIMEN(S): _____
SPECIMEN NUMBER(S): _____

FROZEN ON: _____ BY: _____

ATTACHMENT B3

SHERIFF'S DEPARTMENT
SCIENTIFIC SERVICES BUREAU
RANDOM DRUG TESTING CONTROL RECORD

CONFIRMATION TEST (GC/MS)

LABORATORY RECEIPT NO. _____

SPECIMEN NUMBER: _____

ASSIGNED TO: _____ BY: _____

DATE: _____ TIME: _____

COMPLETED BY: _____

DATE: _____ TIME: _____

FROZEN ON: _____ BY: _____

ATTACHMENT B4

SHERIFF'S DEPARTMENT
SCIENTIFIC SERVICES BUREAU
RANDOM DRUG TESTING CONTROL RECORD
SPLIT RELEASE

LABORATORY RECEIPT NO. _____

SPECIMEN NUMBER: _____

REMOVED FROM FREEZER BY: _____

DATE: _____ TIME: _____

SPLIT RELEASED BY: _____ DATE: _____

TIME: _____

SPLIT RELEASED TO: _____
(PRINT NAME)

_____
(SIGNATURE)

_____
(COMPANY)

DATE: _____ TIME: _____

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

ARTICLE 29 CUSTODY/COURT LOCKUP STAFFING

The parties agree to the following for the term of this Memorandum of Understanding:

1. The number of employees in the class of Custody Assistant, Sheriff (Item No. 2749) shall not exceed 35% of the total number of employees in the class of Deputy Sheriff Generalists (exclusive of Bonus Level positions), assigned to the following Custody Division Facilities, (exclusive the Mira Loma Facility), for the term of this agreement:

   Century Regional Detention Facility (CRDF)
   Inmate Reception Center (IRC)
   Men's Central Jail (MCJ)
   North County Correctional Facility (NCCF)
   Pitchess Detention Center - East Facility (PDC-E)
   Pitchess Detention Center - North Facility (PDC-N)
   Pitchess Detention Center - South Facility (PDC-S)
   Twin Towers Correctional Facility (TTCF) (including LCMC)

2. The County agrees that it will not utilize Custody Assistants in lieu of Deputy Sheriffs in lockup assignments in the Court Services Division during the term of this Agreement.

3. The County further agrees that no additional Custody Assistants will be used elsewhere in the Department to supplant any current Deputy position during the term of this Agreement.

4. While Mira Loma Facility is operated under a contract with the United States Government, and the classifications of employees assigned to the facility are set by the contract, the Department agrees to first meet with ALADS before renewing or modifying said contract in any way.

5. Notwithstanding one (1) above, and prior to the opening of any new Custody Facility or re-opening of a previously closed Custody Facility, which includes Sybil Brand Institute (SBI), Biscailuz Center (BC), Hall of Justice Jail (HOJJ) and Pitchess Honor Rancho - Ranch Facility (PHR-R), the parties agree to meet and confer over the impact of said management decision. However, the parties agree in principle that the Department may determine the staffing ratio at new and/or re-opened Custody Facilities subject to officer safety concerns and to the following exceptions for which Deputies shall be used exclusively:

a. Prowlers

b. Supervision, escort, and control of the following inmates (as defined in the Manual of Policy and Procedures):

(1) Noteworthy
(2) Condemned prisoners
(3) Highly dangerous
(4) High escape risk
(5) K1: Keep away from all except other K-1's
(6) K-9: Informants - keep away from all except other K-9's
(7) K-10: Keep away from all

(8) Any inmates requiring handcuffs and waist chains

(9) Romero hearings.

c. Custody Division shall ensure that a sufficient number of Deputies are available to be assembled on an Emergency Response Team based on a situational Facility need using resources within the immediate area (including north region, south region, and any/all Field Operations Region Stations).

ARTICLE 30 ACTING CAPACITY

Section 1. Definition

For the purpose of this Article, an acting assignment is the full-time performance of all the significant duties of an allocated vacant, funded higher level position in one class by an employee in another class.

Further, for the purpose of this Article, "acting capacity" shall have the same meaning as "acting sergeant or "acting" to some higher level class.

Section 2. Conditions

A. The employee must be on a published intent to promote list, or, in the event there is no such list, the employee must be in the highest ranking group on the certification list for the higher level class from which appointments are enjoined or stayed for any reason.

B. Beginning on the 31st day that an employee is assigned to an "acting capacity" assignment and continuing for the duration of such assignment, the employee shall receive the acting assignment bonus pay. In no event shall the bonus pay exceed the fifth step Sergeant's/Supervising Investigator salary.

C. The amount of the acting assignment bonus pay shall be one standard salary schedule and shall not constitute a base rate.

D. The position vacated by the employee shall be subject to the selection and appointment through the normal, transfer and/or assignment process and shall be filled in an expeditious manner.

E. As soon as the promotional process is no longer enjoined or stayed, employees appointed to an acting assignment from a published intent to promote list shall be promoted to a vacant position at the higher level position. Further, all positions filled on an acting basis shall be filled in an expeditious manner.

F. An acting assignment shall in no way change or otherwise modify Civil Service Rules.

G. The provisions of this Article shall not apply to an employee assigned to Sergeant Supervisory School and thereafter placed in an intent to promote Sergeant capacity pending permanent appointment. It is the intent of the parties that in no event shall this Article apply to an employee subject to Article 11, Acting Capacity, Section 3 of the Memorandum of Understanding for Supervisory Peace Officers.

ARTICLE 31 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: (213) 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

B. ALADS' principal authorized agent shall be its President or Executive Director (Address: 828 West Washington, Los Angeles, California 90015; Telephone: (213) 749-1020).

ARTICLE 32 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws and regulations, the Charter 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 County laws, rules and 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.

APPENDIX A

PEACE OFFICERS, UNIT 611

Item No.	Title
2707	Deputy Sheriff Trainee
2708	Deputy Sheriff
2712	Deputy Sheriff IV
2889	Investigator, DA
2890	Senior 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 supervisor, waive formal step one.

6. To waive the first grievance step, the aggrieved employee must obtain the signature of his/her third level supervisor in the signature space on the Form SH-AD-465. 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. ALADS, 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 third 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 or middle management representative 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.

Second Step (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 who shall serve on County time 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 on 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 Area 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 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 designated representative, an employee, only if he/she is represented by ALADS, 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 ALADS 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 ALADS desires to request a grievance which meets the requirements of Paragraph 2 hereof be submitted to arbitration, ALADS 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 ALADS 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 ALADS 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 ALADS. 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. ALADS 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 a Supervising Investigator in the District Attorney's Department.

F. "Grievant" means an Investigator or Senior Investigator 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. ALADS, 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 or from ALADS. 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 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 designated representative, an employee, only if he/she is represented by ALADS, may request that the grievance be submitted 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 ALADS 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 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 ALADS desires to request a grievance which meets the requirements of Paragraph 2 hereof be submitted to arbitration, ALADS 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 ALADS 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 ALADS 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 ALADS. 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. ALADS 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 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 ALADS. 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

Purpose

Non-Discrimination

Implementation

Term

Renegotiation

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

APPENDIX E

COURT TIME FOR EMPLOYEES IN UNIT 611

Section 1. On-Call Subpoena

Pursuant to the procedures established in cooperation with applicable courts, the parties to the ALADS Memorandum of Understanding agree that employees covered by such Memorandum of Understanding 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 who receives an on-call subpoena, which is not cancelled 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, or in the case of District Attorney Investigators, the assigned Deputy District Attorney or with the Court's Clerk or Bailiff 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.

Section 2. Must Appear Subpoena

Employees who are required to appear in court during off duty hours as a result of a must appear subpoena shall receive three (3) hours minimum plus actual time in court over two (2) hours (includes travel time and evidence pick-up).

Section 3. DMV Telephonic Hearing

Employees who are subpoenaed for a DMV Telephonic Hearing which is scheduled during the employee's working hours shall utilize a Department telephone to call the DMV at the scheduled time and receive no additional compensation.

Employees who are subpoenaed for a DMV Telephonic Hearing that is scheduled at a time when the employee is off duty shall receive one hour of overtime or actual time spent beyond one hour (whichever is more) for a completed call based on their hourly rate as defined by the Los Angeles County Code for their classification.

Section 4. Increments of Time

Time earned, credited and paid pursuant to Sections 1, 2, and 3 above shall be in increments of 15 minutes.

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 Union, 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. In exchange for the reduction in credited full-pay sick leave the provisions in the Article 7, Section 1, Recommended Salary Adjustment, on July 1, 1988, included an additional 8 level base rate increase.

2. Notwithstanding the above, Deputy Sheriffs (Item Nos. 2707, 2708 and 2712) shall be credited with full-pay sick leave to a maximum of 12 days per calendar year. In exchange for the increase in credited full-pay sick leave, Note T was added to Article 7, Section 1, effective November 1, 1997.

3. Effective February 1, 2000 DAI's (Item Nos. 2889 and 2890) shall be credited with 2 additional days of full-pay sick leave to a maximum of 10 days in calendar

year 2000 and 2 additional days in calendar year 2001 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, the provisions in 4. below shall not apply to DAI's hired on and after February 1, 2000; further DAI's were added to Article 28, Random Drug Testing.

4. In addition to the days of unused full-pay sick leave for which an employee may be paid pursuant to Section 2 of Article 12 of said Memorandum of Understanding regarding fringe benefits, an employee may, at his/her option, regardless of whether sick leave was used during the preceding 12 months, receive payment for up to two (2) additional sick leave days on July 1, in 2005, 2006 and 2007, 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.

APPENDIX G

PROTECTIVE SURVEY

OPERATIONAL PROCEDURES MANUAL

REVISED FEBRUARY 2000

LOS ANGELES COUNTY

SHERIFF'S DEPARTMENT

LEROY D. BACA, SHERIFF

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FOREWORD

This booklet contains policy and procedures resulting from the Protective Survey. The polices and procedures found herein were implemented and became effective on June 1, 1981 and were updated with the cooperation of the Association for Los Angeles Deputy Sheriffs (ALADS) in January 1990, in September 1997, in February 2000.

All Unit Commanders shall become knowledgeable with the entire program to effectively administer to their assigned personnel. Until otherwise notified of changes and/or amendments this procedure will be strictly adhered to by all concerned personnel. Any conflict between the procedures contained in the Protective Survey Operational Manual and any existing policy, procedure, or practice shall be resolved in favor of this Manual. Copies shall be available at all Units for reference use by personnel.

Leroy D. Baca, Sheriff

DEPUTY SHERIFF - GENERALIST

Definition

The classification of Deputy Sheriff is established on an eight-step salary range with two Bonus Levels distinguished above the eighth step. These Bonus Levels are appointive and are not additional Civil Service Classifications. The Bonus pay will be authorized only so long as an individual works a designated Bonus Level job.

Entry Step

The basic entry level pay of a Deputy Sheriff is established at Step 1 and provisions relating to advanced step educational hiring for Deputy Sheriff Trainees will be continued.

Step Anniversary Date

Persons appointed to the classification of Deputy Sheriff (2708) shall retain the step anniversary date established upon appointment to the classification of Deputy Sheriff Trainee (2707).

Salary Step Range

The Deputy Sheriff (2708) classification will be on an eighth-step pay range.

Effective November 1, 1997, all persons employed in the classifications of Deputy Sheriff shall have their step converted from a six-step salary range to an eight-step salary range as follows:

From Step 1 to Step 3

From Step 2 to Step 4

From Step 3 to Step 5

From Step 4 to Step 6

From Step 5 to Step 7

From Step 6 to Step 8

Criteria for Salary Step 8

The eighth step of the Deputy Sheriff pay scale shall be authorized after completion of one year on the seventh step; completion of Custody and Patrol assignments with competent performance evaluations; and successful completion of Custody and Patrol training programs.

If an individual's performance is less than competent in either assignment or in either training program, the eighth step will not be authorized. The individual will be limited to the seventh step of the salary range. Deputies may transfer to any other assignment where acceptable, but shall not be paid above the seventh step of the salary range. This does not preclude the appointment of these individuals to certain Bonus positions in future assignments.

Certification Procedures for Step 8

It shall be the responsibility of the Unit Commander to ensure that evaluations are prepared for personnel upon completion of their Custody training and upon completion of their Patrol training.

The standard Performance Evaluation form shall be completed with an indication in the "Other" section that such training has been completed. This evaluation shall be forwarded, by the Unit Commander, to Personnel Administration for placement in the employee's personnel file. When evaluations indicating competent performance in Custody and Patrol assignments and successful completion of Patrol and Custody training have been received, and upon verification of completion of one year on the seventh step. Personnel Administration shall authorize payment of the eighth step.

Custody Assignment Defined

Custody assignment shall be defined as those jobs within the Custody or Court Services Divisions whose duties encompass the processing, security, and/or transportation of prisoners and any ancillary jobs necessary for the processing, security, care and/or transportation of prisoners.

Patrol Assignment Defined

A patrol assignment shall be defined as those jobs within the Field Operations Regions performed while assigned to a patrol station.

DEPUTY SHERIFF IV

Assignments/Placement

The Classification of Deputy IV will remain a class until it is phased out through attrition. Since Deputy IV's will continue to be paid the same as Bonus I Deputies, it is incumbent upon the Department to eventually place all Deputy IV's on Bonus positions.

Priority shall be given to Deputy IV's for assignment to Bonus positions as they become vacant through natural attrition. Failure to place Deputy IV's will result in excessive cost and delays in the process of alignment.

This placement of Deputy IV's shall not cause the removal of Deputy personnel currently assigned to Bonus positions. The procedure shall be to fill the position with an available, qualified Deputy IV when the position becomes vacant.

Deputy Sheriff IV - Voluntary Demotion

A Deputy IV who is assigned to a Bonus Level position may voluntarily transfer to a Generalist Non-Bonus position by using the current voluntary reduction process. Since the classification of Deputy IV is being eliminated by attrition, a Deputy IV that voluntarily reduces a rank will not have restoration rights as the item will automatically convert to a Bonus item once the item is vacated.

Notifications Regarding Movement of Deputy IV's On or Off Bonus Positions

The Unit Commander shall be responsible for notifying Personnel Administration when a Deputy IV is moved on or off a Bonus Level position. The Unit Commander shall submit a Bonus Pay Authorization form with the name of the Deputy IV and a notation "IV" in the upper right hand corner of the form.

DEPUTY SHERIFF - BONUS I POSITIONS

Definition

Specified jobs within the Deputy Sheriff classification shall be designated as Bonus Level I positions and a salary Bonus of 5 ½ % above the salary step of the employee appointed shall be awarded during his or her assignment to these positions. (Refer to the Bonus Selection Standards Manual for complete lists of all designated Bonus Level positions.)

Current Deputy Sheriff IV's shall not receive this Bonus in addition to their Deputy IV pay. Should they reduce to Deputy Sheriff Generalist, they would become eligible to receive the Bonus pay for this level.

DEPUTY SHERIFF - BONUS II POSITIONS

Definition

Specified jobs within the Deputy Sheriff classification shall be designated as Bonus Level II positions with a salary Bonus established to remain commensurate with the yearly negotiated fifth-step Sergeant's salary.

Bonus II - Incremental Bonus Pay Authorization

Bonus of 11% above the salary step of the employee appointed shall be awarded upon initial assignment to these positions.

On the first year anniversary date of assignment, the employee shall receive an additional 5 1/2% Bonus and shall receive a Bonus of no greater than 5 ½ % each subsequent anniversary date up to but not to exceed the fifth step Sergeant's salary negotiated yearly.

Bonus II Removed in Increments

The increments of removal of the Bonus II pay shall depend upon the subsequent reassignment of the Deputy involved. If the Deputy is reassigned to a Generalist Level job, the Bonus shall be removed as follows: 11% effective upon the first day of removal;

5 1/2% effective upon the first anniversary of the removal; and 5 1/2% upon the second anniversary of the removal. If at this point the Deputy is receiving the level of pay he/she would otherwise be entitled to as a Generalist, no further reduction is necessary. Otherwise the reduction will continue in increments not to exceed 5 1/2% on each subsequent anniversary date until the Generalist Level pay to which he/she is entitled is reached.

If the Deputy is reassigned to Bonus I Level position, the Bonus II pay shall be removed as follows: 11% effective upon the first day of removal; 5 1/2% effective upon the first anniversary of the removal. If at this point the Deputy is at the level of pay he/she would otherwise be entitled to as a Bonus I Level Deputy, no further reduction in pay is necessary. Otherwise the reduction will continue in increments not to exceed 5 ½ % on each subsequent removal anniversary date until the Bonus I Level pay to which the Deputy is otherwise entitled is reached.

OPERATIONAL PROCEDURES

BONUS LEVELS I AND II

NOTIFICATION OF APPLICATION AND VACANCIES IN BONUS POSITIONS

Competition for the assignment to a Bonus position is the dual responsibility of the individual and the Department. Individuals must be motivated to actively seek out a Bonus position for which they are qualified. The Department has the responsibility of notifying its personnel as to what positions are Bonus positions and who should be contacted in order to file an application.

To accomplish this, Personnel Administration shall biannually (each January and July) initiate a Sheriff's Department broadcast to all personnel which will:

1. Remind all personnel of the existence of the Bonus Selection Standards Manual.

2. List all existing Bonus positions.

3. Give the title of the person and phone number within the individual units who has the necessary information about vacancies and application and selection procedures.

When there is an anticipated or actual Bonus position vacancy, the Unit, Bureau or Division shall publish a Sheriff's Department broadcast or unit memo to appropriate units identified on the Notification Matrix (Appendix D).

The Sheriff's Department broadcast will contain the following information:

1. Shall articulate the minimum qualifications for the position.
2. Shall include a description of what materials must be submitted for consideration and selection criteria if applicable.
3. Shall identify the deadline for submission of applications for consideration (must be at least 10 business days from date of message).
4. Shall state that a Selection Board shall screen each application received prior to deadline and that only those employees who meet all of the minimum qualifications will be invited to participate in the selection process.
5. Shall state that all appointments to Bonus vacancies will be made only from the list established by the Selection Board.
6. Shall state whether the Selection Board's List will either be Specific (used to fill current vacancies) or Active (used to fill all vacancies that occur during the life of the list).
7. Shall specify the expiration date of the Active List if that option is selected.

Unit Level Notification

The Unit message will contain the following information:

1. Shall articulate the minimum qualifications for the position.
2. Shall include a description of what materials must be submitted for consideration and selection criteria if applicable.
3. Shall identify the deadline for submission of applications for consideration (must be at least 10 business days from date of message).
4. Shall state that a Selection Board shall screen each application received prior to deadline and that only those employees who meet all of the minimum qualifications will be invited to participate in the selection process.
5. Shall state that all appointments to Bonus vacancies will be made only from the list established by the Selection Board, except for previously qualified FTO's who need not participate in the Selection Board's process for consideration.
6. Shall state whether the Selection Board's list will either be Specific (used to fill current vacancies) or Active (used to fill all vacancies that occur during the life of the list).
7. Shall specify the expiration date of the Active List if that option is selected.

Unit(s) anticipating opening(s) for Bonus position(s) shall post a notification at the bulletin board and brief unit personnel (if briefing is conducted at each unit).

The posting shall include the minimum selection standards for the position as well as the selection criteria. Whenever possible, Unit Commanders will allow on-duty applicants to participate in any required interviews, skill demonstration, or other facet of the selection process that would require a personal appearance by the applicant.

Selection - Process and Authorization

The selection of Non-Bonus personnel for placement into a Bonus position will be done in the following manner:

1. When there is an anticipated or actual Bonus position vacancy, the Unit, Bureau or Division will convene a "Selection Board", consisting of a minimum of three Lieutenants. When a minimum of three Lieutenants is not possible, Sergeant (s) may be added to whatever number of Lieutenants are available to reach the minimum of three. This Board will rule on whether or not a candidate meets the minimum requirements of the position. Any interview, written examination, skill demonstration or other form of inquiry required must relate to the Bonus position. All applicants for that position shall be asked the same basic questions during the oral interview component. All basic questions asked of Bonus

applicants shall be germane to the position sought and be designed to elicit responses that will indicate propensity for successful performance in the Bonus assignment.

Unless a member of the Selection Board or an applicant declares that a personality or other conflict exists, whenever possible the same Board members shall be used throughout the selection process for all applicants. (Note: the intent is that all applicants will participate equally in the same testing process.)

2. The Selection Board will provide an alphabetized list of up to eight recommended candidates to the Unit Commander for possible appointment. The list of recommended applicants, prepared by the Selection Board, shall be considered by the Unit Commander for either:) (1) Specific List; or (2) Active List. The life of an Active List shall be six months. However, it may be extended up to ninety (90) days if announced in writing by the Unit Commander and posted for the term of said extension at the Unit.

If the Unit Commander or Acting Unit Commander does not intend to appoint a candidate from the Selection Board's Active List, he/she shall personally inform the candidate in a timely manner and provide the reasons therefore. (Note: the intent is that applicants will have ten (10)

days to initiate the grievance process before the Unit Commander actually fills the Bonus vacancy.) Active Lists shall not be cancelled prior to the time specified in the Sheriff's Department broadcast or period of extension as long as any qualified candidates remain on the list.

The "Selection Board" shall submit a Bonus Selection and Appointment form (see Appendix) to the Unit Commander who shall, upon selection of the employee for assignment, forward this form along with the Bonus Pay Authorization form to their respective Division Headquarters. Division Headquarters shall, upon verification that the Selection Standards and Appointment process is complete, forward these forms to Personnel Administration for further processing.

Appointed applicant(s) (upon verification by Division Headquarters) shall be notified of their selection and the name(s) posted on the Unit's bulletin board. In all cases, a copy of the Selection Board List (Specific or Active) shall be posted at the Unit using the format listed in Appendix.

3. Applicants who are not selected shall be personally informed by the Unit Commander, Operations Lieutenant, or member of the Selection Board as to the reason(s).

4. If the "Selection Board" rejects an applicant because he/she does not meet the minimum selection standards, these reasons must be communicated directly to the candidate by the Chairman of the Selection Board.

5. The "Selection Board" will review and the Unit Commander shall be responsible for compliance with Selection Standards. To assist in compliance, three exemplar forms have been drafted (see Appendix). The Field Operations Region Bonus Qualification Record form is to supply experience verifications; the Bonus Selection and Appointment form will be used by the "Selection Board" and Unit Commander for appointment; and the Bonus Pay Authorization form will be used to alert Personnel Administration as to the position held for pay purposes.

Selection Standards and Criteria

Refer to Bonus Selection Standards Manual for specific criteria. Unit Commanders will be charged with the responsibility for ensuring that the selection criteria for all Bonus positions are accessible to all concerned Unit personnel.

Bonus Pay Authorization - Process

When it is determined that an individual will be appointed to a Bonus position, with the exception of Training Officer, the Unit Commander shall forward the Bonus Pay

Authorization form, SH-AD 633, through Divisional channels to Sheriff's Personnel Administration.

Station Training Officer - Pay Authorization Process

The Station Training Officer shall receive Bonus pay only during periods when a trainee is assigned to the Station and Training Officer. In such cases, Personnel Administration shall forward a Bonus Pay Authorization form, completed with the assigned trainee's name, to the concerned Unit. The receiving Unit shall complete the form with the Training Officer's name and return it to Personnel Administration. The parties agree to continue discussions regarding FTO Bonus Pay/full-time Bonus status. Discussions to start within sixty (60) days following ratification of the MOU.

Relief for Short Term Sick, Injured Personnel or Position Vacancies

Individuals may be assigned to Bonus jobs as relief for short term sick, injured personnel or position vacancies. (Short term = off or unable to perform the job for 30-days or less.) This assignment will not be authorized for payment of the Bonus. Deputies shall not be assigned to these relief positions in excess of 20 working days within a three-month increment.

Should the assignment of an individual as relief exceed 20 working days, that relief person shall, however, receive Bonus for the following three-month increment. This would take effect on the first day of the upcoming month. The Bonus would be paid

whether or not the relief person continues to perform the Bonus job. The relief personnel would not be considered as regular Bonus personnel beyond one quarter, unless formally appointed as regular.

It shall be the responsibility of the Unit Commander to ensure that personnel assigned as temporary relief for Bonus positions do not exceed this 20-day limit. Should the individual be assigned in excess of 20 working days within a three-month increment to a Bonus position, the Unit Commander shall process a Bonus Pay Authorization through proper channels. The box "other" shall indicate that the individual exceeded the 20-day limit.

Relief for Long Term Sick or Injured Personnel

Individuals who are assigned to Bonus level positions as relief for long term sick or injured personnel (long term = off or unable to perform the job for 30 days or more) shall be authorized to receive Bonus payment. The same three-month increment assignment rule applies to the appointment of relief personnel and therefore an overlap payment period will exist where it is necessary to fill in behind sick or injured personnel. It is, however, intended that relief personnel be appointed with the understanding that at the end of the three months they are subject to automatic removal. Unit Commanders shall inform the individuals selected, in writing, of their status of "temporary relief". The procedures for notification processes for selection and Bonus pay authorization shall be the same as those for regular Bonuses.

Waiver of Selection Standards

No Waiver of Selection Standards shall be authorized if any fully qualified employee has applied for the Bonus position. If after the filing deadline has passed and the Selection Board finds that no applicant meets all of the minimum qualifications for the Bonus position, this shall cause the issuance of a Sheriff's Department broadcast or Unit message for unit specific positions which shall explain that no fully qualified applicant was identified and that all other Deputies are free to apply for the position. An approved Waiver of Selection Standards must bear the signature of the concerned Division Chief and be posted at the unit.

In order to control this process, a Request for Waiver of Bonus Selection Standards form will be completed and placed in the concerned employee's personnel file (see Appendix).

Bonus Pay - Effective Dates

Authorization to receive Bonus pay granted between the 1st and 15th of the month shall become effective from the first of the month. Authorizations granted between the 16th and the 31st of the month shall become effective on the 1st of the following month. The Bonus payment shall be awarded in three-month increments. Once assigned, the employee shall receive this Bonus for the entire three-month increment, regardless of subsequent reassignment during the three-month period (except upon voluntary transfer). Upon voluntary transfer from the position, the Bonus is removed at the end of

the three-month increment. (Bonus II positions fall within the previously defined incremental Bonus pay removal process.)

Bonus Pay - Relating to Retirement

Bonus pay is considered as a base pay and will be computed toward retirement.

Bonus Pay - Relating to Overtime

Overtime paid to personnel receiving the Bonus shall be computed based upon the Bonus pay irrespective of the position in which the overtime was worked. This provision, though limited to the Bonus I and Bonus II pay levels, shall not alter existing Policies and Procedures relating to Bonuses existing prior to the implementation of the new system and remaining following its implementation.

Criteria for Removal from Bonus Level Assignments

In determining removal of individuals from Bonus level positions, Unit Commanders shall be governed by the following criteria. The individual being removed must fall within one or more of the following categories.

A. Voluntary relinquishment of the position.

1. If a Deputy voluntarily relinquishes a Bonus position, he/she may remain at the Unit unless all of the Unit's items are designated as Bonus positions.

2. An employee desiring to voluntarily relinquish a Bonus position shall submit a memo to the Unit Commander requesting to be removed from the position. Upon authorization by the Unit Commander, the memo shall be forwarded along with a Bonus Pay Authorization form (SH-AD-633) to the respective Division Headquarters.

3. Voluntary relinquishment of a Bonus position will not require Division Chief authorization but will be forwarded by Division Headquarters to Personnel Administration for processing.

B. Substandard performance.

1. Requires counseling as to areas of deficiency with specific recommendations and guidance for improving performance.

2. The employee shall be given a minimum of one additional three-month period in which to improve performance.

3. An evaluation of the employee's performance verifying removal steps taken shall be forwarded along with the Bonus Pay Authorization form (SH-AD-633) to the concerned Division Headquarters.

6. With the Chief's authorization and signature, the Bonus Pay Authorization form shall be forwarded to Personnel Administration for processing. The Unit Commander shall be responsible for notifying the employee in writing of removal from the Bonus pay.

C. Medical limitations.

1. I.O.D.

In the event a Deputy suffers a job-related injury or illness, he/she shall continue to receive the Bonus pay whether or not the Deputy's performing a Bonus job during the period the employee's case is either pending or carried under Worker's Compensation as temporarily disabled, and up to such time as he/she is either fully recovered or rated as permanent or stationary. At such time, a continuation of the Bonus pay shall be based upon reevaluation of the Deputy's fitness to perform at a Bonus level.

Should the employee file for a disability retirement as a result of an injury sustained while working a Bonus assignment, the Bonus payment will continue pending the outcome of the retirement hearing. Should the Deputy not retire, the continuation of Bonus pay is intended to be based upon a reevaluation of the Deputy's fitness to perform at the Bonus level.

2. Illness or injury not related to work

If a Deputy is off duty or unable to perform the Bonus job for more than one month due to an illness or injury unrelated to work, the Bonus

payment shall stop at the end or the three-month increment in which the individual was unable to return to work or to perform the Bonus level job for that length of time (extended illness or injury which the employee is unable to return to work with a medical release certifies the Deputy capable of performing the job with no medical limitations).

3. Return to work from illness or injury

When a Deputy has recovered sufficiently to return to work after having been removed from the Bonus pay, he/she shall be returned to his/her Unit of assignment and to the Bonus position if medically certified as able to perform the job.

D. Disciplinary - Result of founded administrative investigation.

(1) May be criteria for removal depending upon the seriousness of the violation and the extent to which it compromised the employee's job competency. (2) Shall be applied in conjunction with overall evaluation of employee competency in the Bonus position. (3) Shall not be used in lieu of existing disciplinary avenues available.

The intent being that the investigation result from some action by the employee related directly to the job for which the Bonus is given, and that in all cases the removal of a Bonus be justified standing alone. The incident, by itself, must be significant enough to warrant removal from the

position and to indicate the individual to be a hazard/detriment to himself/herself, other individuals or to the Department should he/she continue in the position.

E. Position (Job) status change.

1. Budget elimination of the job.

It is not only intended but mandatory as a part of this Bonus system that there be no situation in which the Bonus money is removed and the job remain. Any budget reductions must impact a job in its entirety and not the Bonus as a separate entity.

2. Realignment/reallocation of the job.

Any realignment/reallocation of Bonus positions shall be made at the Division level. These changes may result from staffing pattern changes, contract increases or decreases, etc. It is intended that realignment be determined at the Division level to ensure consistency of rationale and approach.

F. Job limitations and duration.

It is anticipated that certain jobs may have automatic limitations and durations of assignment. For example, a Patrol Training Officer will receive the Bonus only so long as he/she has a trainee and to a maximum of six months per individual trainee. After six months, should the trainee need further training he/she shall be assigned to another Training Officer.

G. Removal authorization.

Justification for removal from a Bonus position other than those with automatic termination or voluntary relinquishment shall be documented and submitted to the concerned Division Chief for his/her review, concurrence, and authorization.

Reports of Filled Bonus Positions

Personnel Services shall be responsible for submitting a monthly report to the Assistant Sheriff of all authorized and unauthorized filled Bonus positions.

Increasing the Numbers of Personnel Assigned to Bonus Jobs

All increases in the numbers of personnel assigned to Bonus positions shall require the authorization of the respective Assistant Sheriff. This applies to the realignment of Deputy items resulting in an increase in the allocation of existing Bonus Level Jobs.

Creation of New Bonus Level Jobs

All requests for the creation and designation of new jobs as Bonus Level positions and/or the reevaluation of existing jobs for purposes of designating them as Bonus Level positions shall be submitted through Divisional channels to Personnel Services by September 1st of each year. This shall be a once-a-year process requiring Assistant Sheriffs' approval for the process to begin. A decision by an Assistant Sheriff on each such request shall be made within thirty (30) calendar days of the September 1st submission deadline. In the event the Assistant Sheriff does not authorize a request for

a Creation of New Bonus Level Job (CNB) study to be conducted, ALADS shall, within ten (10) business days of said decision(s), be provided with a written explanation of the reason(s) of the disapproval of each request for a CNB study. Personnel Administration is responsible for reviewing and submitting these requests to the Assistant Sheriffs for final authorization.

To the maximum extent practical, all approved requests for CNB studies shall be promptly undertaken and competed in a timely manner. Normally this process should not exceed one (1) year. However, in the event the CNB study will exceed one (1) year, Department will provide ALADS with a written explanation of the reason(s) for the delay. Completed CNB studies shall be transmitted to ALADS within ten (10) business days of the date said CNB studies are completed. Thereafter, the parties shall meet promptly to discuss the results of said CNB studies.

Notwithstanding the above, management agrees to initiate a new CNB study for the SSB Crime Scene Investigators immediately upon ratification of the MOU. The parties agree to meet within 60 days following completion of the CNB study.

Grievance Procedure

An applicant for a Bonus Level position may file a grievance if dissatisfied with the results of his/her application. It is suggested prior to filing a formal grievance, that the applicant first contact the Unit's Operations Lieutenant to discuss the results of the

selection process pertaining to the applicant as the first/informal step. If dissatisfied, the applicant may waive the first formal step of the Grievance Procedure and submit his/her grievance directly to the Unit Commander. All other grievances filed by current Bonus Deputies at the unit shall be processed in accordance with the existing Grievance Procedure.

Appendix "A"

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

BONUS PAY AUTHORIZATION

On _____ _____ _____
Date Name Empl. #

[ ] Assigned to _____ I [ ]will be [ ] Removed from a Bonus
II [ ] position

at _____

He/She will be/was performing Unit of Assignment

the duties of [ ] Training Officer
[ ] Relief for _____ _____
Name Reason

[ ] Other
Bonus Position Title _____

Authorized By _____ Date _____
Unit Commander Signature

Removal Authorized By: _____ Date _____
Division Chief Signature

PATROL TRAINEE NOTIFICATION

On _____. _____ _____
DATE NAME EMPL. #

assigned to _____ as a trainee. Please complete the above,
Unit of Assignment

naming the training officer who is authorized Bonus I payment while instructing this trainee. Training will begin

_____ and end _____ .
Date Date

Should additional training be necessary, a new "Bonus Pay Authorization" (SH-ad-633) will be required.

FOR PERSONNEL BUREAU & BUSINESS OFFICE USE ONLY

Current Auth. # _____ Prior Auth. # _____
Date

on _____ removed from prior Bonus [ ] I
[ ] II
Date

Adjusted monthly salary $ _____ Step 1 2 3 4 5 6
(circle one)

Additional Bonus:

Post		Longevity		Other
Basic	[ ]	10 year	[ ]	_____
Int.	[ ]	15 year	[ ]	_____
Adv.	[ ]	20 year	[ ]	_____

APPENDIX "B"

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

REQUEST FOR WAIVER OF BONUS SELECTION STANDARDS

Date_____

CANDIDATE

Name _____ Employee # _____ Present Assignment _____

POSITION FOR WHICH WAIVER IS SOUGHT

Position _____ Name _____ and Number _____

Position Location _____

UNIT COMMANDER (Describe standard(s) to be waived, give complete reasons for request, duration of proposed appointment, alternatives, etc.)

DIVISION CHIEF ☐ Approved ☐ Disapproved

cc:

_____

Signature

_____

Date

APPENDIX "C"

BONUS SELECTION BOARD'S RESULTS

On _____ date _____, a Selection Board was convened to select the best qualified deputies for consideration to fill the vacant title position. Listed below, in alphabetical order, are the eight deputies selected for my consideration. In the near future, I will make my selection)s) for the existing vacancy(ies). I intend to have this list remain in effect until _____.
date

_____

_____

_____

_____

_____

_____

_____

APPENDIX D

NOTIFICATION MATRIX

Title	Title	Department Wide	Unit Wide
	Bonus II		
331	Arson Field Investigator	X	
332	Fraud Field Investigator	X	
333	Haz. Mat. Field Investigator	X	
335	Homicide Field Investigator	X	
340	Senior Narcotic Investigator	X	
345	Helicopter Pilot	X	
350	Emergency Services	X	
360	Questioned Document Examiner	X	
361	Firearms Examiner	X	
362	Forensic and Voice I.D.	X	
370	Area Intelligence	X	
371	Internal Liaison	X	
	Bonus I		
416	Assistant Crew Chief	X	
417	Special Investigator	X	
418	Research	X	
419	Driver's Instructor Trainer	X	
420	Analyst/Investigator	X	
421	Special Surveillance	X	
422	Operations Desk Deputy	X	
425	Investigator	X	
441	Media Liaison	X	
446	Driver Training Instructor	X	
447	Weapons Training Instructor	X	
448	Technical Schools	X	
449	Advanced Training	X	
50S	Staff Instructor	X	
452	Defensive Tactics Instructor	X	
453	Area Deputy	X	
460	Supervising Process Receiver	X	
461	Supervising Special Process	X	
462	Keeper	X	
465	Court Svs. Functional Supervisor	X	
475	Supervising Line	X	

Title	Title	Department Wide	Unit Wide
480	Vehicle Theft Investigator	X	
481	Forgery Investigator	X	
487	Extradition - Rendition	X	
488	Robbery Investigator	X	
489	Fugitive/Warrant Escape Inv.	X	
490	Fugitive/Warrant Investigator	X	
491	Motorcycle Gang Investigator	X	
492	Livestock Investigator	X	
493	Industrial Metals Investigator	X	
494	Sex Crimes Investigator	X	
495	Jail Investigator	X	
501	Field Operations	X	
505	Narcotic Leadman Investigator	X	
506	Training & Public Relations	X	
507	Vice Investigator	X	
509	Narcotics Investigator	X	
510	Canine Investigator	X	
520	Crime Impact Team Investigator	X	
525	Boat Operator	X	
531	Training Officer		X
533	Watch Deputy		X
34J	Juvenile Gang Investigator		X
536	Traffic Investigator		X
541	Special Enforcement	X	
542	Canine	X	
543	Court Deputy		X
544	Team Leader		X
545	Traffic Services	X	
546	Resident	X	
555	M.A.S.T. Team Investigator	X	
560	Gang Investigator	X	
570	Polygraph Examiner	X	
585	Supervising Court Line	X	
586	Fire Safety	X	

EXHIBIT A

TO: ALL SHERIFF'S DEPUTIES IN TRAINING AT THE ACADEMY

Section 1.

The Association for Los Angeles Deputy Sheriffs, under the provisions of the Los Angeles County Employee Relations Ordinance, has been declared the certified majority representative for Deputy Sheriffs. Deputy Sheriffs' wages, hours and working conditions that resulted from negotiations between Los Angeles County and the Association for Los Angeles Deputy Sheriffs are contained in the negotiated Agreement, copies of which will be made available to you by the Association for Los Angeles Deputy Sheriffs (ALADS).

The extracts printed below outline both the purpose of and your rights under the Employee Relations Ordinance. An ALADS representative, during non-duty hours, may request to meet with you personally to tell you about ALADS in its role as the recognized certified representative for Deputy Sheriffs. Any additional information you may require can be secured by writing or calling ALADS, 828 West Washington Boulevard, Los Angeles, CA 90015, telephone number 749-1020. On the basis of the evaluations you make, the decision is yours.

Section 2. STATEMENT OF POLICY

The Board of Supervisors of the County of Los Angeles declare that it is the public policy of the County and the purpose of this ordinance to promote the improvement of personnel management and Relations between the County of Los Angeles and its employees and uninterrupted operations and services of County Government. This policy is supplemented by provisions (a) recognizing and defining the rights of employees to join organizations of their own choosing for the purpose of representation on matters affecting employee Relations or to represent themselves individually in dealing with the County, (b) establishing formal rules and procedures to provide for the orderly and systematic presentation, consideration and resolution of employee Relations matters, and (c) creating an independent Employee Relations Commission to ensure that all County employees and their representatives are fairly treated, that their rights are maintained and that their requests are fairly heard, considered and resolved.

Section 3. EMPLOYEE RIGHTS

Employees of the County shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employee Relations. Employees of the County also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment Relations with the County. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of his exercise of these rights.

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.

ASSOCIATION FOR LOS ANGELES DEPUTY SHERIFFS (ALADS)

By _____
President, ALADS

By _____
Executive Director, ALADS

COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

By _____
Chief Administrative Officer

By _____
Sheriff

By _____
District Attorney

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

SIGNATURE PAGE (Continued)

LOS ANGELES COUNTY
EMPLOYEES ASSOCIATION
LOCAL 660, SEIU, AFL-CIO

By _____
Rob Leonard, Chief Negotiator

By _____
Grace Corse, RN, CCN, Chair

By _____
Guadalupe Figueroa, RN, Co-Chair

By _____
William Strachan, RN, BSN, Sergeant-at-Arms

By _____
Gloria Aguilar, RN

By _____
Frederick Huicochea, RN

By _____
Maureen Ballard, RN

By _____
Dorlah Lawrence, RN

By _____
Marva Burgess, RN, CN II

By _____
Olga Ledefer, RN, CN II

By _____
Denita Bryant, RN, CN I

By _____
Catherine Lefkowitz, RN, Relief Nurse

By _____
Lupe Cumming, RN

By _____
Estelle Martin, RN

By _____
Ginny Elmore, RN, NP

By _____
Audrey Nwankwo, RN

By _____
Moyna Giddings, RN

By _____
Joel Solis, RN, PHN

By _____
Cyril Hines, RN

By _____
Mary Troutman, RN, PHN

By _____
Cheryl Vidal, RN