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DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

November 29, 2005

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

Dear Supervisors:

APPROVAL OF SUCCESSOR MEMORANDUM OF UNDERSTANDING FOR BARGAINING UNIT 631 - POLICE OFFICERS (3-VOTES)

IT IS RECOMMENDED THAT YOU'RE BOARD:

Approve the successor Memorandum of Understanding for Bargaining Unit 631.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Negotiations with Unit 631 have been completed. The successor Memorandum of Understanding for Bargaining Unit 631 has been ratified by the employee organizations for a three-year term covering the period of October 1, 2003, through September 30, 2006.

Implementation of Strategic Plan Goals

The recommended action supports the County's Strategic Plan Goal of Workforce Excellence by resolving workplace issues while maintaining financial responsibility.

FISCAL IMPACT/FINANCING

The provision of the successor agreement is 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/LEGAL REQUIREMENTS

The successor MOU for BU 631 provides salary increases of 5% (20 levels) on October 1, 2005.

IMPACT ON CURRENT SERVICES

None.

CONCLUSION

The accompanying MOU has been approved as to form by County Counsel.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:JA
AM:rld

Attachment

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

MEMORANDUM OF UNDERSTANDING FOR JOINT SUBMISSION TO BOARD OF SUPERVISORS REGARDING THE COUNTY POLICE EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 29th day of November, 2005,

BY AND BETWEEN	Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County"),
AND	LOS ANGELES COUNTY POLICE OFFICERS ASSOCIATION, (hereinafter referred to as "Association")

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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 misunderstanding or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reaches 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 Employees Relations Ordinance of the County of Los Angeles and applicable State law, Los Angeles County Police Officers Association, hereinafter referred to as "Association" was certified on August 28, 2000 by County's Employee Relations Commission (Employee Relations Commission File No. DEC-18) as the majority representative of County employees in the Police Officer Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes the Association as the certified majority representative of the employees in said Unit.

The term "employee" or "employees" as used herein shall refer only to employees employed by the County in said Unit in the employee classifications comprising said Unit as listed in Article 7, SALARIES, as well as such classes as may be added hereafter by the Employee Relations Commission.

Section 2. Exclusive Recognition

Management agrees to recognize the Association as the exclusive representative of the employees in said Unit when County rules, regulations of laws are amended and the Association has shown it has met the requirements of any such new rules.

ARTICLE 3 NON-DISCRIMINATION

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 as soon as possible. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part 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 County Code required to implement the full provisions hereof; 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 date of approval by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 5 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 4, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2003.

This Memorandum of Understanding shall expire and otherwise be fully terminated at 12 midnight on September 30, 2006.

ARTICLE 6 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve on the other during the period from April 1 to May 15, 2006, its written request to commence negotiations, as well as its written proposal for such successor Memorandum of Understanding. The written proposal may be amended during the period May 15, 2006, to June 15, 2006, to change or to include economic proposals concerning salaries and wages.

Upon receipt of such written notice and proposals, negotiations shall begin not later than June 1, 2006. Negotiations on an economic amendment concerning salaries and wages shall commence no later than July 1, 2006. An impasse shall be automatically declared if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by July 31, 2006, unless the parties mutually agree to continue negotiations.

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
1637	CORONER INVESTIGATOR	CURRENT		83H	4046.36	5026.55
		10/01/2005		85F	4250.27	5281.00
1636	CORONER INVESTIGATOR TRAINEE	CURRENT		79H	3634.09	4509.64
		10/01/2005		81F	3816.36	4737.64
2832	OFFICER,LOS ANGELES COUNTY POLICE	CURRENT	N2	73G	3257.45	3825.64
		10/01/2005	N2	75E	3420.09	4016.64
2831	OFFICER TRAINEE, LA COUNTY POLICE	CURRENT	N5	67L	3289.09	3289.09
		10/01/2005	N5	69J	3453.18	3453.18

NOTE K Persons employed on this item shall be compensated on a two-step salary range, those being Steps 1 and 2 of the standardized salary schedule. Advancement to the second step shall be granted upon completion of six months of continuous service at the first step. The rate or rates established by this provision constitute a base rate.

NOTE 2 Persons employed on this item shall be compensated on a four-step salary range. The rate or rates established by this provision constitute a base rate.

NOTE 5 Persons employed on this item shall be compensated on a one-step salary range. 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 department in writing to issue a Performance Evaluation. The department head shall issue a performance evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his 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 Director of Personnel fails to obtain issuance of such Performance Evaluation within ten 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 30 days effective to his 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 30 days effective to his step advance anniversary date.

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

d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Association may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3.

The parties having jointly reviewed and considered all available salary and wage information and data, agree that the recommended salaries set forth herein were negotiated in good faith and that said salaries were determined independently of race, gender, age or national origin.

ARTICLE 8 BONUSES

Section 1. POST Certificate Bonus

Within 18 months from the adoption of this MOU, employees having the payroll classification of Police Officer, who are POST Certified, will receive the provisions of POST bonuses set forth in Section 6.10.105 (A)(4) of the County Code. Departmental management shall only be required to provide reasonable training to assist employees to achieve Basic POST Certification. Training for Intermediate and Advanced Certification shall be entirely at the employee's expense.

Section 2.

Notwithstanding the provisions of Section 1 of this Article, effective July 1, 2001, in addition to the salary set forth for the classifications in the Salary Article of this Memorandum of Understanding, employees covered by this agreement shall receive a twenty-six (26) standard salary "level" bonus for successful completion of Basic Post Training and/or presentation of the Peace Officer Standards and Training Certificate at the Basic level, commonly called a "Basic POST Certificate," or thirty-eight (38) standard salary "levels" for successful completion and presentation of the Intermediate Peace Officer Standards and training certificate, commonly called the "Intermediate POST Certificate," or fifty (50) standard salary "levels" for successful completion and presentation of the Advanced Peace Officer Standards and Training Certificate, commonly called the "Advanced POST Certificate."

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.

Departmental management shall only be required to provide reasonable training to assist employees to achieve Basic POST certification. Training for Intermediate and Advanced Certification shall be entirely at the employee's expense.

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 management every six (6) months that steps are being taken (training or education, not experience) to achieve the Basic POST Certificate.

In no event shall an employee be compensated under this Section for any period of time such employee held POST Certificate prior to August 1, 1992.

Section 3. Shooting Bonus

The parties agree that employees in this Unit shall be entitled to Shooting bonus compensation pursuant to the provisions of County Code Section 6.10.110(A) 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 4. Training Officer/investigator Bonus

The parties agreed that during the term of this Memorandum of Understanding that there will be twenty-seven positions designated by Management as "bonus positions" within the Police Officer classifications in the Office of Public Safety. Bonus positions shall be compensated with a bonus of two (2) standard salary schedules (5 ½%) above the salary schedule of the employee.

The Bonus Appendix will be in effect in the Office of Public Safety during the term of the Memorandum of Understanding.

ARTICLE 9 OVERTIME

Section 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

A. Non-Exempt Employees

The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

The County will pay employees for any overtime worked at a rate of one and one-half (1 1/2) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

An employee may elect compensatory time off, in lieu of pay, at a rate of one and one-half (1 1/2) hours of each hour of overtime to a maximum of 100 hours worked. The employee may exercise this option when the employee

works overtime. Management shall not decide to order or authorize overtime based on an employee's choice of pay or compensatory time off.

Section 2. Usage of FLSA Earned Compensatory Time-Off

A. An employee shall not be denied a timely request to carry over or take such time off. Requests for time off will be approved based on the needs of the service, as determined by Management, to ensure that such requests do not unduly disrupt departmental operations.

B. Effective with the implementation of this MOU, with prior approval of Management, new accumulated compensatory time not used during the calendar year in which it is earned may be carried over for up to one (1) year, not to exceed 144 hours of new accumulated compensatory time. Compensatory time not used within the above period shall be paid to the employee as provided by the Fair Labor Standards Act rather than lost.

Section 3. Usage of Non-FLSA Earned Compensatory Time Off

A. An employee shall not be directed by management to take compensatory time off without at least five (5) business days prior notice nor be denied a timely request to carry over. Requests for time off will be approved based on the needs of the service as determined by Management.

B. Effective with the implementation of this MOU, with prior approval of Management, new accumulated compensatory time not used during the calendar year in which it is earned may be carried over for up to one (1) year, not to exceed 144 hours of new accumulated compensatory time. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 4. 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 provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit pending a request by either party to meet and confer regarding this article.

Section 5. Distribution of Overtime

Management shall assign overtime worked, including third party events, as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, however, management may consider special skills required to perform particular work.

Section 6. Management Authority

It is agreed and understood that nothing herein is intended to limit or restrict the authority of management to require any employee to perform overtime work, and it is further agreed

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

Section 7. Work Week

The work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management. Normally, the work schedule will consist of five - 8 hour work days, Monday through Friday.

ARTICLE 10 EMPLOYEE BENEFITS

The parties agree to recommend to the Board of Supervisors, for adoption and implementation by amendment to the County Code, the same provisions as those established for the Los Angeles County fringe benefit agreement. For purposes of this Section, it is agreed that such provisions are limited to retirement, long term disability, injury leave, health insurance, dental insurance, rental rates, bilingual pay, life insurance, sick leave, paying off time certificates, meal rates, vacation, bereavement leave, holidays, once-a-month paychecks, and workforce consultation committee.

The parties further agree that this Article shall be effective upon adoption by the Board of Supervisors of either this Memorandum of Understanding or the above designated provisions for the Coalition of County Unions, whichever occurs later.

Where the fringe benefits agreement provides for negotiations during or after the term of the fringe benefits agreement, the County will meet and confer with authorized representative of LACPOA.

ARTICLE 11 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 normal work shift and departure from his 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, 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 for work up to two hours earlier than his 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 12 STANDBY PAY

Section 1. Standby

It is understood and agreed that employees in this unit who are assigned regularly scheduled periods of authorized standby service at off-duty times shall receive a 25 cents per hour bonus for such service to a maximum of $90 per month.

Management shall specify at the beginning of each quarterly period commencing January 1, 1998, the number of employees by classification that are required to be available for standby work. Each employee within a department may specify to the department that such employee does not desire to be available for standby work. In the event an insufficient number of employees are available for such standby work, then the department may assign standby work to employees on the basis of the least senior employees in the department being so assigned.

No additional compensation for standby status shall be made since the employee placed on standby is not "unreasonably restricted" so defined by the Fair Labor Standards Act.

Section 2. On-Call Subpoena

Pursuant to the procedures established in cooperation with applicable courts, the parties agree that employees covered by this 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 Watch Commander at their unit, 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 Watch Commander of their unit of their on-call status. Employees in an on-call status shall contact their Watch Commander 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 Watch Commander 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. Increments of Time

Time earned, credited and paid pursuant to Sections 1 and 2 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.

ARTICLE 13 UNIFORMS

Section 1. Initial Issue of Uniform Clothing and Equipment

A. An initial issue of the following uniform, when required by Management shall be made to all newly appointed Police Officers on a one-time-only basis:

1. Clothing:
   1 cap
   1 jacket-dress, where required
   1 jacket
   3 short-sleeve shirts
   3 long-sleeve shirts
   3 trousers

2. Equipment:
   7 sets of shoulder patches
   2 cloth badges
   1 complete Sam/or Sally Brown Outfit
   1 uniform badge
   1 9mm fire arm
   1 CPR mask
   1 pair handcuffs
   1 safety vest
   1 sap
   1 safety police ID
   1 PR-24 baton
   1 flashlight, batteries & bulbs
   1 helmet
   50 rounds, ammunition

Section 2.

B. An initial issue of items listed in Section 1 above shall be made to employees in the unit transferred, promoted or demoted to a facility where such items are required by Management from a facility where such items were not required by Management. In addition, an initial issue of items listed in Section 1 above shall be made to employees in the unit transferred, promoted or demoted to a facility where such items were surrendered to Management upon termination.

Section 3. Uniform Replacement Maintenance Allowance

A. Employees covered by this Agreement who have received an initial issue of items listed in Section 1 and are employed on November 1, 2003, shall be entitled to a lump sum payment of six hundred dollars ($600.00) payable within 60 days from Board approval of this MOU, by separate payroll warrant, for replacement of uniform items previously issued including clothing and equipment set forth in Section 1 of this Agreement. This allowance shall not constitute a base rate.

B. Employees covered by this Agreement who have received an initial issue of items of items listed in Section 1 and are employed on November 1, 2004, shall be entitled to a lump sum payment of six hundred dollars ($600.00) payable between December 1, 2004, and December 15, 2004, by separate payroll warrant, for replacement of uniform items previously issued including clothing and equipment set forth in Section 1 of this Agreement. This allowance shall not constitute a base rate.

C. Employees covered by this Agreement who have received an initial issue of items listed in Section 1 and are employed on November 1, 2005, shall be entitled to a lump sum payment of six hundred dollars ($600.00) payable between December 1, 2005, and December 15, 2005, by separate payroll warrant, for replacement of uniform items previously issued including clothing and equipment set forth in Section 1 of this Agreement.

This allowance shall not constitute a base rate.

Section 4. Provision of Rain Gear

Management agrees to provide each outside patrol position with rain gear suitable to the type of patrol duty performed.

Section 5. Return of Uniforms and Equipment

In the event any employee in the Unit terminates County service within six months of the issue of such uniforms and equipment items, he/she must return them to the County and in all cases upon termination from County service or transfer from one department to another department the employee must return all issued clothing and equipment listed in Section 1.

ARTICLE 14 JURY DUTY AND WITNESS LEAVE

Section 1.

During the time an employee is actually reporting to the Court for jury duty, and following receipt of "Certificate of Jury Service" (Jury form 4), the department head or his designate will convert the employee's usual shift to regular five-day Monday through Friday day shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his regular pay, provided he deposits his fees for service, other than mileage, with the County Treasurer.

Section 2.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels his presence as a witness, unless he is a party or an expert witness, he shall be allowed the time necessary to be absent from work at his regular pay to comply with such subpoena, provided he deposits any witness fees, except mileage, with the County Treasurer.

ARTICLE 15 POLICE OFFICER PROGRAM CONSOLIDATION

Decisions made by management with respect to the Office of Security Management's audit, classification changes, training, staffing and any other matters related to consolidation will be consulted with the union. Such consultations will take place thirty (30) days prior to consolidation of departments and then thirty (30) days prior to the POST audit.

ARTICLE 16 TRAINING

Management and the Association recognize the importance of appropriate training for employees within the Unit. Departmental Management will continue in-service training programs to meet this mutually desirable objective. Management will make information concerning new in-service training programs available to the Association prior to implementation.

ARTICLE 17 PROMOTIONS

In filling promotional vacancies, in accordance with Civil Service Rules, employees who are passed over in the selection for the available promotion will be advised of the reason(s) they were not selected for the available promotion by Management within ten (10) business days of the employee's request.

ARTICLE 18 BULLETIN BOARDS

Management agrees to provide adequate bulletin board space for the use of the Association in each area or facility employing more than (10) employees. The Association shall have the right to use such space to post information or materials concerning the following subjects:

A. Association recreational, social and related news bulletins;

B. Scheduled Association meetings;

C. Information concerning the Association's elections or the results thereof; and

D. Reports of official business of committees or the Board of Directors.

All other material which the Association desires to post shall first be approved by the authorized representative of the department providing the space.

ARTICLE 19 SAFETY

Section 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. The LACPOA will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment, and conditions and to report any such unsafe practices or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his LACPOA representative to the local facility safety officer or the departmental safety officer, if there is no local safety officer.

On any matter of safety that is not resolved by the safety officer within ten (10) working days LACPOA representative may confer with the safety officer who will respond in writing within five (5) working days.

If the Association representative is not satisfied with the response of the safety officer, an LACPOA representative may consult with the Chief of the Workers' Compensation and Occupational Health Branch of the Chief Administrative Office or his designate. A representative of such branch shall investigate the matter and advise the department head and LACPOA of his finding, and recommendation, if any. If LACPOA is not satisfied with

the response of the Chief of Workers' Compensation and Occupational Health, the issue may be taken within ten (10) days to arbitration as set forth in the arbitration section of the grievance procedure.

Section 2. First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to maintain complete first aid kits at all work facilities and in all emergency vehicles.

Section 3.

Management and the Association mutually agree that Safety and Health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973 and any other applicable provisions of law.

ARTICLE 20 WORK SCHEDULES

Section 1. Work Shift

Employees shall be scheduled to work shifts having regular starting and quitting times. Except for emergencies, employees' work schedules shall not be changed without written notice to the employee at least five working days before the change is to be implemented. In no event shall such schedules be established to deprive employees of payment for overtime.

Management upon request, will consult with the Association on any change of work schedules that affect a majority of the employees in the unit.

Section 2. Shift Assignments

Employees who desire to be assigned to a different shift may submit a request to their immediate supervisor. Requests will be considered according to shift availability and operational needs.

Section 3. Emergencies

Nothing herein shall limit the authority of the department head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. Emergencies shall be defined as acts of God such as, but not limited to, earthquake or floods; other circumstances beyond the control of Management such as fires or power failures; or an official emergency declared by the Board of Supervisors of the County of Los Angeles. However, such emergency assignments shall not extend beyond the period of such emergency.

ARTICLE 21 TRANSFERS

Section 1.

Employees who desire to be transferred to a specific work location within their own department may submit a written request for transfer to their own department/hospital personnel office. Requests filed hereunder shall be valid for a period of one year from date of filing and must be renewed by the employee if he/she still desires to be considered for transfer beyond that date.

As openings occur, Management will review the requests for transfer currently on file. Those employees who have filed for transfer shall be reviewed in light of their performance and the requirements of the available opening. Management will then select one of the qualified employees to fill the vacancy, giving first consideration to the most senior employee. The employee selected shall be advised of his/her selection within five working days of the selection and will be transferred to his/her new assignment within 30 days of the date of selection.

When openings occur as a result of opening new facilities, the provisions of this Article shall be applied only to the degree practicable.

For purposes of this Article, seniority shall be based upon continuous service in the classifications within the department.

It is understood that this Article does not modify Management's right to promote an eligible employee who is working in the Unit or work location where the vacancy occurs.

ARTICLE 22 OUT-OF-CLASS ASSIGNMENT

Section 1. Definition

A. For the purpose of this article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated, vacant, funded position in one class by an individual in another class.

B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class.

This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

A. If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, management shall, upon the employee's or union's written request for relief either:

appoint the employee according to Civil Service Rules.

If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this article is to be paid.

return the employee to an assignment in his/her own class. If such return is made within 30 calendar days of the request for relief, no bonus under this Article is to be paid; or.

pay the employee the bonus. The bonus begins 30 calendar days from the date of request for relief, and terminates when the conditions of this Article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

A. 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 emergency situations over which the department has no control.

B. Nothing in this article shall be construed as limiting Management's authority to make temporary, incidental assignments on higher rated classification work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.

D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employees personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.

E. Grievances filed under this Article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 23 VACATION SCHEDULING

Vacation periods shall be scheduled by Management to provide adequate staffing. Such schedules shall be subject to the needs of County service.

Employees shall be entitled to take authorized vacations in accordance with the following procedures:

1. At least annually, Management shall prepare a vacation schedule for all employees in each facility.

2. The employee with the greatest seniority within a classification will be given the opportunity to have first choice of his vacation schedule, with the other employees in the same classification being given their choice of vacation schedules in descending order of seniority.

3. Having one made such a choice, no employee may change his vacation schedule if such change will conflict with the choice of any other employee in the facility or unless the affected employee and Management agree to such a change.

4. For the purposes of this Article, employees assigned to a facility after the annual vacation schedule has been prepared waive any seniority rights they may have had until the next annual vacation schedule is prepared.

5. For the purposes of this Article, seniority shall be defined as the total amount of continuous service within a classification with the department. An employee may exercise his seniority only within the work location to which he is permanently assigned.

6. In the case of a tie involving two or more employees, the opportunity to choose a vacation schedule will be given to the employee in the order of their County seniority.

ARTICLE 24 PERSONNEL FILES

An employee, or his certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental management regarding his work performance or conduct if such statement is to be placed in his personnel file. The employee shall acknowledge that he has read such material by affixing his signature on the copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his personnel file, an employee may request and have any written warnings and/or written reprimands issued more than two years prior removed from his personnel file except as such may be a part of an official permanent record.

ARTICLE 25 LEAVES OF ABSENCE

Section 1. Pregnancy Leave

The parties agree that departmental management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Chief Administrative Office and by the department head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, and full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her physician may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury.

Section 2. Employee Organization Leave

The Association may have not more than one (1) employee in the unit on leave of absence to accept employment with the Association. These leaves are subject to Civil Service Rules.

The employee must be an elected or appointed official or full time representative of the Association with a minimum of one (1) year's continuous employment with the County.

The requested leave shall only be granted if the prime reasons for the leave shall be to conduct Association business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year.

ARTICLE 26 GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

A. Wherever used the term "employee" means either employee or employees as appropriate.

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

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

Section 3. Responsibilities

A. The Association agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him at a mutually satisfactory time.

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.

C. The Association 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. 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 this 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. The employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

The grievant may be required by either party to be present in meetings with management for purposes of discussing the grievance.

B. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her duties to attend a grievance meeting. The employee representative shall give his /her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with departmental operations.

C. An employee may represent his/her grievance to management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and management will give due consideration to the duties each has in the essential operations of the department. No employee shall loose his/her rights because of management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

A. Only a person selected by the employee has made known to management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.

B. If the employee elects to be represented in a formal grievance meeting, the department may designate a management representative to be present at such meeting.

C. Management shall notify the Association of any grievance involving the terms and conditions of this Memorandum of Understanding.

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

E. If the Association representative elects to attend any formal grievance meeting, he/she must inform departmental management prior to such meeting. The department may also designate a management representative to be present at such meeting.

F. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Step 1. Supervisor

A. Within 10 business days from the occurrence of the matter on which a complaint is based, or within 10 business days from his/her knowledged of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance.

Step 2. Middle Management

A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of management as previously indicated by the employee's department head. The department head has the authority to waive the middle management step if such a step is not appropriate because of the size of

his/her department. The middle management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

B. Within ten (10) business days from receipt of the grievance, the middle management representative shall give a written decision and the reasons, therefore, to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the union representative.

Step 3. Department Head

A. Within ten (10) business days from his/her receipt of the decision resulting from the previous step, the employee may appeal to the department head using the original copy of the grievance.

B. Within ten (10) business days from the receipt of the employee's grievance, the department head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and given a written decision and reasons therefore to the employees. However, the department head or designate is not limited to denying a grievance for reasons stated at any previous step in the procedure. Upon request a copy of the decision will be given to the union representative.

C. If the department head or his/her designated representative fails to give a decision within the specified time limit, the union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.

D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the department head or his/her designated representative shall be final.

Section 8. Arbitration

A. Within thirty (30) business days from the receipt of the written decision of the department head, or his/her designated representative, the Association may request that the grievance be submitted to arbitration as provided for hereinafter.

B. 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:

1. 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.

2. 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, or suspensions of more than five (5) days of permanent employees, appraisals of promotability, or complaints involving alleged employment discrimination within the meaning of Civil Service Rule 25.

3. Competent or better performance evaluation, release of recurrent or temporary employees, examination and classification standards.

4. 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.

C. In the event the Association desires to request that a grievance, which meets the requirements of Paragraph B hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee

Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Administrative Officer and to the County department head or officer affected.

The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

D. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

E. Arbitration of grievances hereunder will be limited to the formal grievances 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.

F. Prior to a hearing by an arbitrator, a representative of the County and the Association 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 the Association cannot jointly agree on a submission statement, then at a 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.

G. 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.

H. The decision of the arbitrator shall be binding upon the Association. 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 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. The Association 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.

I. 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

Discrimination

Safety and Health

Payroll Deduction and Dues

Leave of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 27 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 24, Grievance Procedure 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 an arbitrator. 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. It is agreed that representatives of the Chief Administrative Office, Employee Relations Division, and the Association, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.

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 counsel except for in-house staff counsel and 3) there will be no post hearing briefs.

6. The arbitrator selected shall hear the grievance(s) within 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.

7. 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.

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

9. 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.

10. The decision of the arbitrator shall be binding upon the Association. 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.

11. 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.

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

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Leave of Absence for Association Business

Authorized Agents

Provisions of Law

ARTICLE 28 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between the Union and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolve, the following procedures are agreed upon.

A. Within ten (10) business days from the occurrence of the matter on which a complaint is based or within ten (10) business days from its knowledge of such an occurrence where the Union has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, the Union may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the department heads involved and to the Chief Administrative Officer. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

B. Within five business days of such meeting, and in the event the matter is not satisfactorily resolved, the Union shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter.

For purposes of this provision, Management's principal representative(s) shall mean the County department heads who have authority to resolve the matter or their authorized representatives, including the Chief Administrative Officer or his authorized representative.

C. Within ten business days after the meeting provided in (B) above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection B of Article 25 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 25 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 25 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be

implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 25 hereof.

ARTICLE 29 ASSOCIATION REPRESENTATIVE

The Association may have one representative on each shift at each facility within each department when ten or more officers are assigned to a shift at such facility. There shall be a minimum of one representative designated at each facility even though there may be less than ten officers assigned on any shift. Where there is no designated representative, the Association may appoint representatives on an ad hoc basis to handle any individual grievance which may arise or the grievant may request that an Association staff representative process his grievance. For purposes of this Article, a "facility" is defined as a major building such as a hospital, a museum, or the Kenneth Hahn Hall of Administration or the central location within a department where officers report for work prior to manning their assigned posts.

The Association shall give each department or district head having employees in the Unit and the Chief Administrative Office a written list of the names of employees selected as representatives which list shall be kept current by the Association.

The Association agrees whenever investigation or processing of formal grievances is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. Association representatives, when leaving their work locations to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform him of the nature of the business.

Permission to leave will be granted within a reasonable time unless such absence would cause an undue interruption of work. If such permission cannot be granted, the representative will be informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday and legal holidays after the time of the representative's request, unless otherwise mutually agreed to. Prior to entering other work locations, representatives shall inform the cognizant supervisor of the nature of his business. Permission to leave the job will be granted to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the representative will be informed when the employee will be made available.

An additional one (1) Association Representative may be designated and present for training purposes only with agreement that this designated Association Representative will not participate either verbally or in writing.

ARTICLE 30 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP

Section 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deduction be made, or who is subject to an automatic Fair Share Fee or agency fee deduction pursuant to an agency shop provision.

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

Section 2: Security Clause:

Any employee in this unit who has authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period September 1st through September 30th, in any year of the contract, by notifying the Union of their termination of Union dues deduction. Such notification shall

be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be canceled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period. In the event an employee utilizes this clause the fair share/religious objection provisions of this article shall govern.

Section 3. Agency Shop Election

If at any time during the term of the Memorandum of Understanding, 30 percent of the employees represented by this Bargaining Unit sign a petition to request an agency shop agreement, the Union shall have the right to conduct a secret ballot election at any time during the term of the Memorandum of Understanding to determine whether a majority of the employees in the Bargaining unit, who vote, are in favor of an agency fee agreement as provided in G.C. 3502.5.

This election shall be administered by the Employee Relations Commission. The Employee Relations Commission shall notify the County and the Union of the results of the election. The Union shall pay for the costs of the election.

If a majority of the employees in the Bargaining Unit who cast ballots, vote in favor of an agency shop fee, the Union Shall notify the County of its intent to implement an agency shop agreement. Immediately, thereafter the Union shall notify all employees in the

Bargaining Unit that they will be required, as a condition of continued employment, to pay the Union a service fee as provided in G.C. 3502.5(a)

If the majority of the employees in the Bargaining Unit, who vote , do note vote in favor of agency shop, the MOU provisions of maintenance of membership setforth in Section 2 shall apply for the term of this MOU.

Section 4. Agency Shop

If a majority of those employees voting, vote in favor of agency shop, then the following provisions shall apply:

A. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization; or pay the organization a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)3 of the Internal Revenue Service Code.

Section 5. Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee

shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deductions to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 6. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit.

Section 7. Rescission

It is mutually agreed by the parties that the Agency Shop provisions in this agreement may be rescinded by a majority vote of all the employees represented by this Unit under procedures established by the Employee Relations Commission. In the event such rescission should take place, then the procedures as described in Section 1 of this Article shall prevail. There shall be only one election during the term of this agreement.

Section 8. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency fee payers to meaningfully challenge the propriety of the use of agency fees as provided for in Chicago Teachers Union Local No. 1, AFT, AFL-CIO et al. V. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedure shall be provided to non-member agency fee payers for each year that the agency shop agreement is in effect.

Section 9. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues; Fair Share Fee, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County-Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 10. Employee Lists

The County will furnish the Union with a monthly list of employees in the Bargaining unit. The employee list shall contain the name, employee number, date of hire into the Unit, Classification Title, Item Number, Item Sub, Item Step, Salary Rate, Work location, latest hire date and job appointment date of all employees who enter the Bargaining unit and who are covered by this Memorandum of Understanding. This employee list shall be provided to the Union at a cost to be determined by the Auditor-Controller.

Such lists shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. This monthly lists shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 11. Indemnification Clause

The Union 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.

ARTICLE 31 EMPLOYEE PAYCHECK ERRORS

Section 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall promptly forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he is willing to accept an adjustment on the following payroll warrant if he does not request a corrected or supplemental warrant within two calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll clerk may arrange with the Auditor-Controller for the employee to pick up his supplemental or corrected check at the Auditor's public counter.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee to the Auditor-Controller's designate, Management will establish a reasonable method of repayment.

ARTICLE 32 STAFF ACCESS

Authorized Association representatives shall be given access to non-security and non-patient work locations during working hours to conduct Association business with employees. Within 30 days of execution hereof, the Association shall give to each concerned department head, or his authorized representative (hereinafter referred to as the "Department Head"), a written list of all such authorized representatives, which list shall be kept current by the Association. Authorized Association representatives desiring access to work locations hereunder shall give the department head (unless mutually agreed) 24-hour prior notice.

In the exercise of access rights, the Association agrees its representatives will not interfere with work operations.

ARTICLE 33 IDENTIFICATION OF EMPLOYEES

Section 1. Employee Lists

A master list is a list of the names of all employees in the classifications comprising this unit as listed in Article 7. Such master list may be furnished by Management when requested by the Association no more than four times a year, it being understood that the Association shall pay to County the cost of preparation of such master lists at the rate to be determined by County's Auditor Controller.

Section 2. Association Information

Management will make available to each new employee entering the unit a card currently furnished by the Association written as follows:

> Los Angeles County Police Officers Association has been certified as your majority representative. The Association is certified to represent you in negotiations with the County on salaries, hours of work and other conditions of employment.

If you want information, or if you wish to join the Association on non-County time, contact:

> Los Angeles County Police Officers Association
> 10200 Sepulveda Blvd., Suite 290
> Mission Hills, California 91345-2662
> Phone Number: (818) 920-0590

ARTICLE 34 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 the said Government Code.

ARTICLE 35 PARKING

County Management will make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicles for transportation to their work location.

County Management will make every effort to provide safe and free parking facilities at parking lots nearest the employees' work location for evening and night shift personnel.

ARTICLE 36 PRODUCTIVITY ENHANCEMENT

The parties mutually agree to work together to develop employee incentive plans which will increase productivity and reward employees with a share of the gains. The parties further agree to develop wellness programs in accordance with the Fringe Benefits Memorandum of Understanding which may also result in monetary incentives for employees.

ARTICLE 37 DRUG TESTING

Department Heads shall have the discretion to require any employee represented by this bargaining unit to submit to drug testing in accordance with the same policies required by Los Angeles County Deputy Sheriffs.

ARTICLE 38 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 the Association nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 39 FULL UNDERSTANDING, MODIFICATION, WAIVER

Section 1.

It is intended that 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. 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 subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for management to make changes in rules or procedures affecting the employees in the unit. Where management finds it necessary to make such change it shall notify the Association indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Association requests to negotiate with management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the unit, (b) all the employees with a department in the unit or (c) all of the employees within a readily identifiable occupation.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of management to make necessary changes required during emergencies. However, management shall notify the Association of such changes as soon as practicable.

Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

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 40 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Association, 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 the Association fails to exercise good faith in halting the work interruption, the Association 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 41 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; Federal and State 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 provisions of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 42 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commission, set standards of services 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, 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 43 LAYOFFS

Layoff procedures shall be flowed according to appropriate Los Angeles County Civil Service Rules.

When advance notice is available on the impact of pending changes it will result in layoffs. Management will, upon request, attempt to train the affected employees for other positions whenever possible. To be selected for such training, employees must have received at least a competent rating on their last performance evaluation.

Employees who successfully complete such training will be given first opportunity to qualify for other positions.

Management agrees to make a reasonable effort to place permanent employees in departmental vacancies when Management determines that these employees are fully qualified for such vacancies.

The Depart of Human Resources shall prepare a listing of employees affected by the layoff and when sufficient advance notice is available, Management shall give such list to the appropriate LACOPA representative prior to the layoff. A Chief Administrative Office, Human Resource designate may consult, based upon appropriate Civil Service Rules, on the accuracy of the list with a LACOPA representative. Complaints arising from layoff arranged for as provide herein shall be handled by appropriate Civil Service procedures.

ARTICLE 44 CONTRACTING OUT AND 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 the Association 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 Request For Proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Administrative Office will arrange to meet with representatives of the Association to advise them of this action within five (5) business days.

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

Management acknowledges an obligation to negotiate the impact on wages, hours and working conditions of the employees in this bargaining unit insofar as such subjects have not already been negotiated.

ARTICLE 45 AUTHORIZED AGENTS

For the purpose 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 specific function or obligation set forth herein.

B. The Association's principal authorized agent shall be the President or his duly authorized representative. (Address: 10200 Sepulveda Blvd., Suite 290; Telephone: (818) 920-0590

ARTICLE 46 POLICE JOINT LABOR-MANAGEMENT ADVISORY COMMITTEE

Section 1.

During the term of this MOU, the parties agree to establish a Joint Labor/Management Advisory Committee to discuss issues, which may include, but are not limited to workplace safety and equipment.

During the term of this MOU, the parties agree to establish secondary Joint Labor/Management Advisory Committee(s) to discuss current and potential issues relative to space and/or accommodations for unit members in client department facilities.

Section 2.

The Joint Labor/Management Committee shall consist of the Bureau Chief of each Police Bureau and three (3) employee representatives, one from each Bureau, designated by the LACPOA President. A Police Bureau Chief representative and a Union designated representative shall serve annually as Chair and Co-Chair for each meeting of each Committee. The role of Chairperson and Co-Chairperson shall alternate annually between Management and LACPOA. During the term of this MOU, the Joint Labor/Management Committee shall meet, upon request of either party, up to four (4) times annually, unless the parties mutually agree otherwise.

Secondary Joint Labor/Management Committee(s) shall consist of two members of bargaining unit 631, and two designated representatives from administrative services, at least one of which is sworn.

Section 3.

The parties agree that the Committee may make advisory recommendations to the Chief (Office of Public Safety) consideration. Such recommendations shall be presented in writing. The Chairperson and Co-Chairperson will be provided with a response within thirty (30) days of the Chief's or his/her designee's receipt of any such advisory recommendations from the Committee.

Recommendations from the Committee(s) will be implemented by July 1, 2005 or the recommendations will automatically become part of the next MOU negotiations proposal.

Section 4.

The parties agree that the Committee(s) will be initiated as soon as possible after implementation of this Agreement.

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

LOS ANGELES COUNTY
POLICE OFFICERS ASSOCIATION
AUTHORIZED REPRESENTATIVES

By _____
President, LACPOA

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By _____
Chief Administrative Officer

SIGNATURE PAGE (Continued)

By_____ By_____

By_____ By_____

By_____ By_____

By_____ By_____

By_____ By_____

By_____

By_____

By_____

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

OFFICE OF PUBLIC SAFETY

BONUS APPENDIX

It is agreed that the Bonus Appendix, (attached hereto as Appendix "A") will be in effect in the Office of Public Safety (hereinafter referred to as "OPS"), for the term of this Memorandum of Understanding.

BONUS POSITIONS

Definition

Specified jobs within the Police Officer classifications shall be designated as Bonus Level positions and a Bonus of two standard salary schedules (5 ½ %) above the salary schedule of the employee appointed shall be awarded during his or her assignment to these positions.

OPERATIONAL PROCEDURES

BONUS LEVEL

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 Office of Public Safety (OPS). Individuals must be motivated to actively seek out a Bonus position for which they are qualified. OPS 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, OPS shall biannually (each January and July) initiate a memorandum 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 necessary information about vacancies and application and selection procedures.

When there is an anticipated or actual Bonus position vacancy, the Bureau shall publish a memorandum to appropriate units identified on the Notification Matrix (Appendix B). OPS memorandum 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.

Bureau Level Notification

The Bureau memorandum 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 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 list established by the Selection Board, except for previously qualified TO'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 such unit).

The posting shall include the minimum selection standards for the position as well as the selection criteria. Whenever possible, OPS 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 OPS 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 five recommended candidates to the Bureau Chief or, in his absence, the designated Captain, for possible appointment. The list of recommended applicants, prepared by the Selection Board, shall be considered by the Bureau Chief, or, in his absence, the designated Captain, 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 Bureau Chief, or, in his absence, the designated Captain, and posted for the term of said extension.

If the Bureau Chief, or designated Captain does not intend to appoint a candidate from the Selection Board's Active List, he 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 canceled prior to the term specified in the OPS memorandum 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 Bureau Chief, or, in his absence, the designated Captain, who shall, upon selection of the employee for assignment, forward this form along with the Bonus Pay Authorization form to Headquarters. Headquarters shall, upon verification that the Selection Standards and Appointment process is complete, forward these forms for further processing.

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

3. Applicants who are not selected shall be personally informed by the Bureau Chief, or, in his absence, the designated Captain, 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 Bureau Chief, or, in his absence the designated Captain, shall be responsible for compliance with Selection Standards. To assist in compliance, three exemplar forms have been drafted (see Appendix).

Selection Standards and Criteria

Refer to Bonus Selection Standards Manual for specific criteria. The Bureau Chief, or, in his absence, the designated Captain, will be charged with the responsibility for ensuring that the selection criteria for all Bonus positions are accessible to all concerned OPS 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 Bureau Chief, or, in his absence, the designated Captain, shall forward the Bonus Pay Authorization form through OPS channels to Headquarters for Processing.

Training Officer - Pay Authorization Process

The Training Officer shall receive Bonus pay only during periods when a Trainee is assigned to Training Officer. In such cases, the OPS shall forward a Bonus Pay Authorization form, completed with the assigned Trainee's name, to the concerned Bureau.

The receiving Bureau shall complete the form with the Training Officer's name and return it to Headquarters for Processing.

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. Officers 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 Bureau Chief, or, in his absence, the designated Captain, 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 Bureau Chief, or, in his absence, the designated Captain, shall process a Bonus Pay Authorization through proper channels.

The box "Other" shall indicate that the individual exceeded the 20-day limit.

TEMPORARY ASSIGNMENT TO BONUS LEVEL JOBS

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. The Assistant Chief or, in his absence, the designated Captain, shall inform the individual 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 an OPS memorandum or Bureau memorandum for unit specific positions which shall explain that no fully qualified applicant was identified and that all other Officers are free to apply for the position. An approved Waiver of Selection Standards must bear the signature of the Assistant Chief or, in his absence, the designated Captain, and be posted on all OPS bulletin boards.

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 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.

Criteria for Removal from Bonus Level Assignments

In determining removal of individuals from Bonus level positions, the Bureau Chief or, in his

absence, the designated Captain, 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 an Officer voluntarily relinquishes a Bonus position, he/she may remain at the Unit unless all of the Bureau's items are designated as Bonus positions.

2. An employee desiring to voluntarily relinquish a Bonus position shall submit a memo to the Bureau Chief requesting to be removed from the position. Upon authorization by the Bureau Chief, the memo shall be forwarded along with a Bonus Pay Authorization form to Headquarters.

3. Voluntary relinquishment of a Bonus position will not require the Assistant Chief's authorization but will be forwarded by Headquarters 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 to Headquarters.

4. With the Assistant Chief's authorization and signature, the Bonus Pay Authorization form shall be forwarded to Headquarters for processing. The Bureau Chief 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 an Officer suffers a job-related injury or illness, he/she shall continue to receive the Bonus pay whether or not the Officer'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 Officer's fitness to perform at a Bonus level.

Should the employee file for a disability retirement as a result of the injury sustained while working a Bonus assignment, the Bonus payment will continue pending the outcome of the retirement hearing. Should the Officer

not retire, the continuation of Bonus pay is intended to be based upon a reevaluation of the Officer's fitness to perform at the Bonus level.

2. Illness or Injury Not Related to Work. If an Officer 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 of 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 Officer capable of performing the job with no medical limitations).

3. Return to Work From Illness or Injury. When an Officer has recovered sufficiently to return to work after having been removed from the Bonus pay, he shall be returned to his Unit of assignment and to the Bonus position if medically certified as able to perform the job.

D. Disciplinary - Result of Founded Administrative Investigations. (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.

1. 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, other individuals or to OPS should he 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 Bureau level. These changes may result from staffing pattern changes, contract increases or decreases, etc. It is intended that realignment be determined at the Bureau level to ensure consistency of rationale and approach.

F. Job Limitations and Duration

It is anticipated that certain jobs may have automatic limitations and duration of assignment. For example, a Training Officer will receive the Bonus only so long as

he has a trainee and to a maximum of six months per individual trainee. After six months, should the trainee need further training he shall be assigned to another Training Officer.

G. Removal Authorization

Justification for removal from a Bonus position other than voluntary relinquishment shall be documented and submitted to the Bureau Chief or, in his absence, the designated Captain, for his review, concurrence, and authorization.

Reports of Filled Bonus Positions

Management shall be responsible for submitting a monthly report to the Bureau Chief 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 Bureau Chief or, in his absence, the designated Captain. This applies to the realignment of Officer 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 OPS channels to Headquarters by

September 1st of each year. This shall be a once-a-year process requiring the Chief's approval for the process to begin. Headquarters is responsible for reviewing and submitting these requests to the Chief for final authorization.

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 that prior to filing a formal grievance, that the applicant first contact the Bureau Chief 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. All other grievances filed by Bonus Officers shall be processed in accordance with the existing Grievance Procedure.

APPENDIX A

LOS ANGELES COUNTY OFFICE OF PUBLIC SAFETY

BONUS PAY AUTHORIZATION

On_____, _____ _____
Date Name Empl. #

will be [ ] Assigned to a Bonus Position [ ] Removed from a Bonus Position

at _____. He/She will be/was performing the duties of:
Unit of assignment

[ ] Training Officer [ ] Relief for _____ _____
Name Reason

[ ] Other _____
Bonus Position Title

Authorized By:_____ Date:_____
Bureau Chief Signature

Removal Authorized By:_____ Date:_____
Bureau Chief Signature

TRAINEE NOTIFICATION

On_____, _____ Empl.#_____ is
Date Name

assigned to _____ as a Trainee. Please complete the above, naming the training Officer
Unit of Assignment

who is authorized Bonus payment while instructing this Trainee. Training will begin _____ and
Date

End _____.
Date

Should additional training be necessary, a new "Bonus Pay Authorization" will be required.

FOR HEADQUARTERS USE ONLY

Current Auth. #_____ Prior Auth.#_____ on _____,

removed from Prior Bonus [ ]
Date
Adjusted Monthly Salary $_____ Step - 1 2 3 4 5 (Circle One)

Additional Bonus:

Post		Other			
Basic	[ ]	[ ]	_____	Int.	[ ]
Adv.	[ ]	[ ]	_____		
		[ ]	_____		

APPENDIX B

LOS ANGELES COUNTY OFFICE OF PUBLIC SAFETY

REQUEST FOR WAIVER OF BONUS SELECTION STANDARDS

Date_____

CANDIDATE

Name_____ Empl#_____

Present Address_____

POSITION FOR WHICH WAIVER IS SOUGHT

Position Name and Number_____

Position Location_____

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

_____

_____

_____

_____

_____

CHIEF

[ ] Approved [ ] Disapproved

C:_____

APPENDIX C

BONUS SELECTION BOARD'S RESULTS

On_____(date)_____, a Selection Board was convened to select the best qualified Officers for consideration to fill the vacant _____(title)_____ position. Listed below, in alphabetical order, are the five Officers 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

No. _____ Title _____ OPS _____ Bureau

	Wide	Wide
Investigator	X	
Training Officer		X