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Chief Executive Officer

**County of Los Angeles
CHIEF EXECUTIVE OFFICE**

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"To Enrich Lives Through Effective And Caring Service"

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October 16, 2018

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:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

18 October 16, 2018

CELIA ZAVALA
EXECUTIVE OFFICER

**SUCCESSOR MEMORANDA OF UNDERSTANDING FOR BARGAINING UNITS
611 (PEACE OFFICERS), 612 (SUPERVISORY PEACE OFFICERS),
AND 613 (PUBLIC DEFENDER INVESTIGATORS)
(ALL DISTRICTS - 4 VOTES)**

SUBJECT

Approve the successor Memoranda of Understanding (MOUs) for Bargaining Units (BUs) 611 (Peace Officers), 612 (Supervisory Peace Officers), and 613 (Public Defender Investigators).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the accompanying successor Memorandum of Understanding between the County and the Association of Los Angeles Deputy Sheriffs for Bargaining Unit 611.
2. Approve the accompanying successor Memorandum of Understanding between the County and the Professional Peace Officers Association for Bargaining Unit 612.
3. Approve the accompanying successor Memorandum of Understanding between the County and Association of Public Defender Investigators for Bargaining Unit 613.
4. Instruct the Auditor-Controller to make all payroll system changes necessary to implement the changes in the agreements.
5. Approve the accompanying ordinance amending Title 6 – Salaries of the Los Angeles County Code to implement the changes recommended herein.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

These successor MOUs provide the terms and conditions for Bargaining Units 611, 612, and 613 for three (3) years – February 1, 2018 through January 31, 2021. They provide for a salary increase of 7% (28 Levels) over three (3) years, and the continuation of existing bonuses and other compensation for BUs 611, 612, and 613. In addition, the MOUs allow for a corresponding salary movement for related non-represented classifications not subject to the provisions of the Management Appraisal and Performance Plan.

Implementation of Strategic Plan Goals

The actions recommended in this Board letter promote the County's Strategic Plan Goal of Fiscal Sustainability by providing for a wage and benefit structure that is financially responsible.

FISCAL IMPACT/FINANCING

The provisions of the successor MOUs have been ratified by the unions and are within the parameters established by the Board of Supervisors. The County's pension actuary, Cheiron, Inc., has advised that the proposed salary adjustments do not exceed the increase in payrolls assumed in the current actuarial valuation of the retirement plan. Therefore, there will be no negative impact on the funded status of the retirement system.

The salary movement for the term of the aforementioned contracts has been accounted into the County budget for Fiscal Year 2018–2019.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The successor MOUs establish a new three-year term and provide for a 2% (8 level) salary increase effective July 1, 2018, a 2.5% (10 level) salary increase effective July 1, 2019, and a 2.5% (10 level) salary increase effective July 1, 2020. In addition, existing bonuses and other forms of compensation will continue during the term of the MOUs.

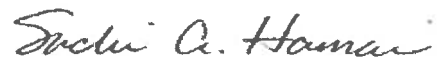
The accompanying successor Memoranda of Understanding and ordinance have been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services.

The Honorable Board of Supervisors
10/16/2018
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Respectfully submitted,



SACHI A. HAMAI
Chief Executive Officer

SAH:JJ:MM:MTK
TP:PC:mst

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Human Resources

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
REGARDING THE
PEACE OFFICERS

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 16th day of
October 2018;

BY AND BETWEEN

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

AND

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

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ARTICLE 1 PURPOSE

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

ARTICLE 2 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, the Association for Los Angeles Deputy Sheriffs was certified on April 22, 1976, by County's Employee Relations Commission (Employee Relations Commission File No. R-135-76) as the majority representative of County employees in the Peace Officers Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes ALADS as the certified majority representative of the employees in said Unit as listed in Appendix "A" attached hereto and incorporated herein, as well as such classes as may be added hereafter by the Employee Relations Commission.

ARTICLE 3 NON-DISCRIMINATION

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

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

ARTICLE 4 IMPLEMENTATION

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

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

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

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

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

Implementation shall be effective as of February 1, 2018. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

Notwithstanding the above, the provisions of Article 26, Management Rights, which differ from Section 5 of the Employee Relations Ordinance, shall be implemented only by mutual agreement of the parties.

ARTICLE 5 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 4, Implementation, are fully met. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on January 31, 2021.

ARTICLE 6 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, its request to commence negotiations, as well as its initial written proposals for such successor Memorandum of Understanding no later than September 15, 2020.

Negotiations shall begin no later than October 15, 2020. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by November 30, 2017, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

JOINT LABOR MANAGEMENT COMMITTEE (JLMC)

The parties agree to establish a joint Labor Management Committee (Committee) within ninety (90) days of the adoption of a successor MOU by the Board of Supervisors. The committee will function as a forum for sharing information. The committee may identify solutions and make recommendations on matters brought to the committee by either party. The Committee will function in an advisory rather than decision-making role. The Committee will not have bargaining authority, nor will it address issues that are more appropriate for the grievance procedure. The Committee shall be limited to a reasonable number of participants at each meeting.

The Committee will be comprised of the President of ALADS or his/her designee(s), ALADS staff as designated by the President, the Assistant Sheriff responsible for the employee relations or his/her designee, and Sheriff employee relations staff as designated by the Asst. Sheriff. The Committee will sunset on January 31, 2021.

ARTICLE 7 SALARIESSection 1. Recommended Salary Adjustment

When mutually agreed to by the parties and if a legitimate fiscal emergency exists, the MOU may be reopened on the issue of the third-year wage increases of the agreement.

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

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
2708	DEPUTY SHERIFF	CURRENT	NTX	95A	5506.00	7624.00
		07/01/2018	NTX	95J	5615.82	7776.73
		07/01/2019	NTX	96H	5756.27	7970.82
		07/01/2020	NTX	97G	5900.27	8169.55
2707	DEPUTY SHERIFF TRAINEE	CURRENT		95A	5506.00	6840.00
		07/01/2018		95J	5615.82	6976.73
		07/01/2019		96H	5756.27	7150.82
		07/01/2020		97G	5900.27	7329.55
2889	INVESTIGATOR, DA	CURRENT	NW	95A	5506.00	7221.00
		07/01/2018	NW	95J	5615.82	7365.73
		07/01/2019	NW	96H	5756.27	7549.82
		07/01/2020	NW	97G	5900.27	7738.55
2890	SENIOR INVESTIGATOR, DA	CURRENT	NX	103D	6891.27	9541.91
		07/01/2018	NX	104A	7028.00	9731.00
		07/01/2019	NX	104L	7203.45	9974.64
		07/01/2020	NX	105K	7383.82	10224.00

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

step being the fifth step of the salary schedule which is four standard salary schedules above the indicated schedule number, and the eighth step being the fifth step of the salary schedule which is six standard salary schedules above the indicated schedule number. Advancement to the eighth step shall occur only after completion of one year on the seventh step in this class and successful completion of Custody and Patrol training assignments. The rate or rates established by this provision constitute a base rate.

Note TW Notwithstanding any other provision of the County Code or memorandum of understanding, employees employed in this class shall be compensated on a six-step salary range, the sixth step being the fifth step of the salary schedule which is two standard salary schedules above the indicated schedule number. Advancement to the sixth step shall occur only after completion of one year on the fifth step and successful completion of Custody and Patrol training assignments. The rate or rates established by this provision constitute a base rate.

Note TX Notwithstanding any other provision of the County Code or memorandum of understanding, employees employed in this class shall be compensated on a seven-step salary range, the sixth step being the fifth step of the salary schedule which is two standard salary schedules above the indicated schedule number, and the seventh step being the fifth step of the salary schedule which is four standard salary schedules above the indicated schedule number. Advancement to the seventh step shall occur only after completion of one year on the sixth step and successful completion of Custody and Patrol training assignments. The rate or rates established by this provision constitute a base rate.

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

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

Effective July 1, 2018, members of the bargaining unit shall receive a 2% Manpower Shortage Range adjustment.

Effective April 1, 2006, employees on the eight-step salary schedule step one will be placed on six-step schedule step one for one (1) year before being advanced to the new salary schedule step two where they will remain for six months and then advance to the next step.

Effective April 1, 2006, employees on eight-step salary schedule step two will be placed on six-step salary schedule step one for the balance of their expected annual step advancement or six months, whichever is earliest, before being

advanced to the new salary schedule step two where they will remain for six months and then advance to the next step.

Effective April 1, 2006, employees on eight-step salary schedule step three will be placed on six-step salary schedule step one for the balance of their expected annual step advancement or six months, whichever is earliest, before being advanced to the new salary schedule step two where they will remain for six months and then advance to the next step.

Effective April 1, 2006, employees on eight-step salary schedule step four will be placed on six-step salary schedule step two for the balance of their expected annual step advancement or six months, whichever is earliest, before being advanced to the new salary schedule step three where they will remain for six months and then advance to the next step.

Effective April 1, 2006, employees on eight-step salary schedule step five will be placed on six-step salary schedule step three for the balance of their expected annual step advancement or six months, whichever is earliest, before being advanced to the new salary schedule step four where they will remain for six months and then advance to the next step.

Effective April 1, 2006, employees on eight-step salary schedule step six will be placed on six step salary schedule step four for the balance of their expected annual step advancement or six months, whichever is earliest, before being advanced to the new salary schedule step five where they will remain for six months and then advance to the next step.

Effective April 1, 2006, employees on eight-step salary schedule step seven will be placed on six-step salary schedule step five for 1 year (until 4/1/07) before being advanced to the new salary schedule step six. Advancement to the seventh step shall occur only after completion of one year on the sixth step in the Deputy Sheriff class and successful completion of Custody and Patrol training assignments.

Effective April 1, 2006, employees who have been on current salary schedule step eight will be placed on the new salary schedule step six. These employees will be advanced to the new salary schedule step seven on April 1, 2007.

The rate or rates established by this provision constitute a base rate.

Section 2. Step Advances

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

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

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

- (c) Grievances arising out of this Section shall be processed as follows:
- (1) Where no Performance Evaluation has been issued in accordance with Paragraph (b) above, the employee may file a grievance with the Department of Human Resources. If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within thirty (30) days effective to his/her step anniversary date.
 - (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources and said Performance Evaluation is competent or better, the employee shall be provided a step advance within thirty (30) days effective to his/her step advance anniversary date.

- (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) days of issuance with the department head or his designated representative who shall respond to the grievance within ten (10) days.

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

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

Section 3. Special Step Range

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

Section 4. Relief Deputy Helicopter Observer Bonus

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

Section 5. Transportation Bureau

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

Section 6. Additional Compensation - POST Certificate Bonus

In addition to the salary set forth for the classification in Section 1 of this Article, employees covered by this agreement shall receive a twenty-six (26) standard salary "level" bonus for successful completion of the initial course of training received by Deputy Sheriff Trainees and/or presentation of the Peace Officer Standards and Training Certificate at the Basic level, commonly called a "Basic POST Certificate," or thirty-eight (38) standard salary "levels" for successful completion and presentation of the Intermediate Peace Officer Standards and Training Certificate, commonly called the "Intermediate POST Certificate," or fifty (50) standard salary "levels" for successful completion and presentation of the Advanced Peace Officer Standards and Training Certificate, commonly called the "Advanced POST Certificate."

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

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

In no event shall an employee be compensated under this Section for any period of time such employee held a POST Certificate prior to September 1, 1985. The bonuses shall be considered as wages, and, upon promotions, employees shall be placed on a step in the new salary schedule which provides an increase in salary consistent with the provisions of Section 6.08.090 of the Los Angeles County Code. Employees who do not qualify for the Basic POST bonus as set forth above, shall remain eligible for the twenty-six (26) standard salary "level" bonus by certifying to the Sheriff every six (6) months following July 1, 1979, that steps are being taken (training or education, not experience) to achieve the Basic POST Certificate.

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

Section 7. Longevity Pay/Training Bonus

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

- b. Notwithstanding the provisions of Section 7(a), upon approval of the Board of Supervisors and implementation this MOU, members of this bargaining unit shall receive Longevity Pay in accordance with the following implementation schedule:

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

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

Section 8. Trainee Recruitment Bonus

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

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

Section 9. Shooting Bonus

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

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

Section 10.

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

Section 11. Motorcycle Skill Pay

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

Section 12. Patrol Station Retention Bonus

Effective July 1, 2006, the bonus shall be paid monthly.

- A. Effective July 1, 2018, employees covered by this agreement who are currently assigned to a patrol station and have been assigned to a patrol station for 30 consecutive months, twelve months of which must have been on the top step of the range, shall be entitled to a monthly Patrol Station Retention Bonus of eight (8) standard salary levels (2%).

Thereafter, an employee who meets the criteria in this Section shall receive a bonus for each full month he/she was in a pay status and continued to be assigned to a patrol station.

If an employee voluntarily leaves a patrol station assignment the bonus shall be discontinued. If an employee returns to a patrol station and he/she was previously assigned to a patrol station for 30 consecutive months, twelve months of which was at the seventh step, he/she shall be entitled to the bonus.

- B. For the purpose of this Section, Patrol is defined as those jobs performed at a patrol station by a Deputy Generalist, Deputy IV, Field Training Officer (FTO), or “Team Leader” involving “calls for service” such as routine patrol, COPS Deputies, Station Desk Personnel, Station Jailer Deputies, Special Assignment Deputies, School Resources Deputies, Countywide Mental Evaluation Team (MET) Deputies and Transit Services Bureau Deputies.
- C. Management will not reassign employees for the sole purpose of depriving them from receiving the compensation provided in this Section.

Section 13. Step Acceleration (Deputy Sheriff, Item No. 2708)

Except for employees on advanced step placement; any Deputy Sheriff hired on or after April 1, 2006, will normally be placed on step one of the new range for one year before advancing to the new step two.

Employees on the second step of the new salary range shall advance to the third step of such range upon completion of six (6) months continuous service on step two. Employees who have completed six (6) months continuous service at the third step of the salary range shall be advanced to the fourth step of the range and those employees who have completed six (6) months continuous service at the fourth step of the new range shall be advanced to the fifth step of the new range.

Employees shall complete one (1) year of continuous service on step five before advancing to step 6. Eligible employees on step 6 will have to complete one (1) year of continuous service before advancing to step 7.

Section 14. Patrol Station Investigator and Patrol Station Court Deputy Incentive

Effective July 1, 2018, employees covered by this agreement who have previously qualified for the Patrol Retention bonus and are currently assigned as Patrol Station Investigator and Patrol Station Court Deputy shall be entitled to a monthly incentive of eight (8) standard salary levels.

An employee who meets the criteria in this Section shall receive the incentive for each full month he/she was in a pay status as a Patrol Station Investigator or Patrol Station Court Deputy.

If an employee voluntarily leaves either position, the incentive shall be discontinued. If an employee returns to either position he/she shall be entitled to resume this incentive.

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

Section 15. Cost of Living Adjustments (COLA), General Salary Movement (GSM),
Across the Board Adjustments (ATB)

During the term of this Memorandum of Understanding, should any recognized County bargaining unit reach a signed agreement that results in a higher across the board (ATB) percent increase for any given year than provided to members of Unit 611 by this agreement, the county agrees to adjust the Salary of Unit 611 members by an equivalent percent increased, effective the same year of the contract and the same time as the increase in the other bargaining units. (By way of example, in the event that Unit 611 members received an increase in salary each year under a three-year contract (2%, 2.5%, 2.5%) but another County bargaining unit received a 3% increase in the salary for the first year of its' contract, Unit 611 members would immediately receive an additional 1% increase for a total of 3% increase in salary in that same year.

ARTICLE 8 HOURS OF WORK AND OVERTIME**Section 1.**

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

- B. When a department head assigns an employee to an established workweek schedule and subsequently finds it necessary permanently to change such schedule or assignment, he/she shall provide such employee with notice of schedule change at least ten (10) calendars days prior to its effective date. For purposes of this section notice shall be deemed given if sent by email, or posted in writing at a location designated for such notices, or if the employee is orally advised by departmental supervision, or if written notice is mailed to the employee's last address of record.

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

Section 2.

- A. Overtime for employees in this unit who are covered by FLSA shall be paid at time and one-half his/her regular hourly rate in accordance with the provisions of FLSA with the following exceptions:
1. Paid leave time does not count toward establishing overtime eligibility except when an employee uses holiday time, compensatory time off, (accumulated overtime) or in the event an employee who uses accrued benefit time during a work week is ordered to work overtime, then the benefit time used shall count as hours worked.
 2. Hours worked in excess of forty (40) hours up to forty-three (43) hours in a work week (exclusive of daily fifteen (15) minute briefing period) may be accumulated to be used as compensatory time off on an hour-for-hour basis, or shall be paid at time and one-half his/her regular hourly rate, at the option of the employee.
 3. An employee who uses accrued benefit time during a work week and volunteers to work additional hours may at his/her option accumulate said additional hours on an hour-for-hour basis to be used as compensatory time off.

B. Overtime, as defined by the Fair Labor Standards Act (FLSA) shall be authorized and compensated for as follows for all FLSA exempt employees in this Unit. When ordered to work overtime by departmental management, employees hereby shall earn compensatory time off for overtime worked, except as follows:

1. An employee shall accumulate overtime at a straight time rate to fulfill and maintain a corridor of 40 hours. All overtime accumulated over forty hours, up to and including 160 hours, shall be paid at time and one-half unless the employee elects that such time be accumulated at a straight time rate and so indicates in the manner specified by Management.
2. Any employee who has credit for an accumulation of 160 hours of unused compensatory time off shall receive paid overtime at the rate of time and one-half his/her base rate for any overtime worked. Any accumulated compensatory time off for which an employee has credit as of the effective date of this Article shall be counted in the 160 hours of compensatory time off specified above.

Notwithstanding any other provision of this Subsection B, employees required to attend unit meetings during otherwise off-duty time shall receive as compensation therefor credit for compensatory time not to exceed four hours per quarter. Any additional overtime as a result of such meetings during any quarter shall be compensated as provided in Section 1.

Section 3. Usage of Compensatory Time Off

- A. Accumulated compensatory time may be taken off by an employee with prior approval of departmental management.
- B. Accumulated compensatory time off over 40 hours shall be taken off by an employee when directed by departmental management, provided, however, that management will give an employee at least ten (10) business days' notice prior to the date the directed compensatory time off is to be taken ("business day" means calendar days exclusive of Saturdays, Sundays and legal holidays); however, no employee shall be directed by departmental management to take off all or any part of the first 40 hours of compensatory time accumulated in accordance with the provisions of this Article.
- C. Compensatory time off shall be first deducted from any available time earned on or before June 30, 1977 and remaining to the employee's credit as of such date. In the event the latter is not applicable, requests for compensatory time off will be deducted from any time earned effective July 1, 1977 and thereafter.
- D. In approving and directing compensatory time off, management will accommodate employee convenience to the degree possible in light of operational requirements.

Section 4. Assignment of Overtime

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

Section 5. Savings Clause

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

Section 6. Department Head Authority

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

Section 7. Time of Payment

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

Section 8.

Notwithstanding any other provisions of this Memorandum of Understanding:

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

- (1) To the extent such time would have qualified for time and one-half pay under other provisions of this MOU (including time and one-half pay at the employee's option), such time shall be compensated with time and one-half CTO, subject only to the maximum accumulation of 480 hours (resulting from 320 hours of work) for employees covered by this MOU.
- (2) To the extent such time would have qualified for straight time pay under other provisions of this MOU, such time shall be compensated with straight time CTO.
- (3) Such CTO either (a) may be taken off at the request of an employee subject to management approval or (b) shall be maintained "on the books".
- (4) Nothing in this paragraph is intended to alter the definition of "overtime" as set forth elsewhere in this MOU or the circumstances under which overtime compensation must be paid.

- (5) Notwithstanding the provisions of Section, A paragraph (1) above, overtime compensation for all special event overtime (as defined in County Code Section 6.15.120 and including but not limited to the Tournament of Roses Parade/Rose Bowl, High School Athletic Events and motion picture security) shall be paid at the rate of time and one half (1½) in accordance with the provisions of this MOU in effect prior to this amendment.
- B. Effective July 1, 1994, compensation for all "overtime" as defined in this Memorandum of Understanding shall, at the employee's option, be compensated with pay at the rate of one and one-half times the pay then in effect for the employee, or accrued as CTO at the rate of one and one-half hours for each hour of overtime worked. Accumulation of CTO shall be subject only to the maximum accumulation of 480 hours (resulting from 320 hours of work).
- C. On or after August 1, 1995, at the employee's option, time "on the books" may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

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

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

ARTICLE 9 CALL BACK

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

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

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

ARTICLE 10 UNIFORMS

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

Section 1. Uniform Replacement and Maintenance Allowance

Employees covered by this agreement and employed on November 1, 2018, shall be entitled to a lump sum payment of one thousand seven hundred and fifty dollars (\$1750) in lieu of the uniform items previously issued and replaced under the 1979-1981 Memorandum of Understanding. Such payment shall be made between December 1, 2018, and December 15, 2018, by separate payroll warrant.

In addition to the above, employees covered by this agreement and employed on November 1, 2019, shall be entitled to a lump sum payment of one thousand five hundred dollars (\$1750) in lieu of the uniform items previously issued and replaced under the 1979-1981 Memorandum of Understanding. Such payment shall be made between December 1, 2019, and December 15, 2019, by separate payroll warrant.

In addition to the above, employees covered by this agreement and employed on November 1, 2020, shall be entitled to a lump sum payment of one thousand seven hundred fifty dollars (\$1750) in lieu of the uniform items previously issued and replaced under the 1979-1981 Memorandum of Understanding.

Such payment shall be made between December 1, 2020, and December 15, 2020, by separate payroll warrant.

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

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

This allowance shall not constitute a base rate.

Section 2. Uniform Replacement and Maintenance Allowance

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

Section 3. Motorcycle Jacket

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

ARTICLE 11 DEPUTY SHERIFF TRAINEE ASSIGNMENTS

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

ARTICLE 12 LIMITED TERM ASSIGNMENT PROGRAM

A. Definitions

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

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

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

4. An "Incumbent Employee" is an employee of any rank assigned to a Covered Unit on the date on which the program becomes effective. Notwithstanding the above, for those Deputy Sheriffs (Bonus II's) assigned to the Major Violator Crews at Narcotics Bureau "Incumbent Employee" status shall be limited to those employees whose names and employee numbers are the following:

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

B. Covered Units and Limited Terms of Assignment

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

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

C. Incumbent Employees

1. When this program requiring an Incumbent Employee to transfer from a Covered Unit to another unit of assignment goes into effect:
 - a. The beginning of the Limited Term Assignment shall commence on the date this program becomes effective.
 - b. He/she shall, within ten (10) days from the date this program becomes effective, be notified in writing that his/her Tour of Duty shall not exceed that specified in Section B. herein.
 - c. He/she shall receive not less than twelve (12) months, or more than fifteen (15) months advance written notice as to the date on which his/her Tour of Duty shall expire.
2. All Incumbent Employees shall, upon their transfer from a Covered Unit, continue to receive bonus pay as well as all future negotiated raises and applicable step raises as if they remained in that position in the Covered Unit. The intent of this provision is to ensure that the Incumbent Employee shall not suffer any form of economic loss as a result of the implementation of this program.

Examples:

- a. A Bonus I Deputy would transfer and continue to receive the Bonus I pay differential plus step and negotiated increases.
 - b. A Bonus II Deputy would transfer and continue to receive the Bonus II pay differential plus step and negotiated increases.
3. Once an Incumbent Employee is transferred from a Covered Unit, he/she may not re-apply in-grade to return to any Covered Unit for five (5) years after the effective date of his/her transfer from said Covered Unit.
 4. No Incumbent Employee shall be prohibited from transferring prior to the completion of his/her Tour of Duty from a Covered Unit.

D. Future Employees

1. All Future Employees shall be notified in writing within ten (10) days after they transfer to a Covered Unit that the Tour of Duty shall not exceed that specified in Section B herein.
2. All Future Employees shall receive no less than twelve (12) months, or more than fifteen (15) months advance written notice as to the date on which their Tour of Duty shall expire.

3. When Future Employees transfer from a Covered Unit, they shall continue to receive bonus pay as well as all future negotiated raises and applicable step raises as if they remained on that position, provided the transfer is within the last year of completion of the Limited Term Assignment. Bonus pay protection will only last until such time that employee is appointed to another bonus position. If at the employee's option the transfer occurs prior to the last year of completion of the Limited Term Assignment, it will be considered as a voluntary relinquishment of the position.
4. Once a Future Employee transfers from a Covered Unit, he/she may not re-apply in-grade to return to any Covered Unit for five (5) years after the effective date of his/her transfer from said Covered Unit.
5. A Future Employee may submit an application for transfer from a Covered Unit prior to the completion of the Limited Term Assignment. Such transfer request must be approved by the employee's Division Chief within six (6) months from the date of submission. However, transfer requests submitted during the final year of the Limited Term Assignment shall be expedited upon request.
6. Notwithstanding Paragraph 3 above, "Future Employees" assigned to Narcotics Bureau Major Violators Crews (Protective Survey Job Number 340 Major Violator Narcotics Investigator) shall, upon the conclusion of

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

E. Application of Policy

The intent of the parties is that this program will apply only to employees represented by Unit 611. The application of the provisions specified herein requiring the mandatory transfer from a Covered Unit shall be enforced without exception. This includes but is not limited to consideration of race, color, sex, national origin, political or religious belief, affiliation, and status of a then current investigation, value to Unit and/or Division and/or Department, or personal relationship.

F. One-Time One-Case Exception

1. The only exception to the provisions requiring an Incumbent Employee or Future Employee to transfer from a Covered Unit by the end of the term specified in Paragraph B herein shall be his/her involvement in a then ongoing major (single case) investigation.
2. If the employee's Division Chief certifies that his/her continued participation in an on-going investigation is critical to secure a prosecution, then a one-time one-case only exception may be authorized.

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

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

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

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

ARTICLE 13 BONUS SELECTION

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

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

- B. Impact Negotiations on AON Selection Process.

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

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

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

ARTICLE 14 PEACE OFFICER RELIEF FUND

Section 1.

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

Item No.	
2708	Deputy Sheriff
2712	Deputy Sheriff IV
2889	Investigator, DA
2890	Senior Investigator, DA

Section 2.

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

Section 3.

Payment shall be to:

Peace Officer Relief Fund Trust
2 Cupania Circle
Monterey Park, CA 91755

Section 4.

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

Section 5.

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

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

ARTICLE 15 TRANSFER LISTDistrict Attorney

It is agreed that the departmental transfer list will be updated and posted on the departmental intranet website on February 15th and August 15th of each year. The employee will have the option to not have their transfer preference posted on the department website.

Sheriff Department

It is agreed that within 6 months of Board-adoption of a successor MOU, the Department shall make every effort to provide members means by which they can update their transfer preferences electronically via the Department's computer network and a Department transfer list involving all members of Bargaining Unit 611 shall be updated and posted on the Department's Intranet website three times a year, January 1st, May 1st and September 1st. Updated transfer requests shall be in effect for transfers taking place more than 15 days following the update. The parties also agree to meet within 5 months of Board-adoption of a successor MOU to discuss the progress to a 6-month implementation of a trimester electronic transfer preference list.

ARTICLE 16 GRIEVANCE PROCEDURE

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

ARTICLE 17 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns or picketing shall be caused or sanctioned by ALADS or any person acting on its behalf and ALADS agrees not to sanction any such activity by its members, and no lockouts shall be made by the County.

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

ARTICLE 18 PAYCHECK ERRORS

A. Underpayments

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

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

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

B. Overpayments

1. Employees will be notified prior to the recovery of overpayments.

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

ARTICLE 19 ASSOCIATION RIGHTS

Section 1. ALADS Rights

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

- A. Represent its members before Management representatives regarding wages, hours, and other terms and conditions of employment.
- B. Receive timely written notice of any ordinance, rule, resolution, or regulation directly relating to wages, hours, and other terms and conditions of employment.
- C. Inspect an employee's personnel file at a reasonable time, upon request, during normal business hours, with the exception of all material obtained from other employers and agencies at the time the employee was hired, provided an authorized ALADS representative has the employee's written consent.
- D. Use County facilities for membership meetings, (excluding meetings for the advancement of activities which have a negative impact on County operations), and conferences upon reasonable advance notice to the appropriate County official, subject to availability of such facilities.

Section 2. Bulletin Boards

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

- A. ALADS recreational, social and related news bulletins;
- B. Scheduled ALADS meetings;
- C. Information concerning ALADS elections or the results thereof;
- D. Reports of official business of ALADS including reports of committees or the Board of Directors.

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

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

Section 3. Work Access For Representation Purpose

The parties agree that authorized ALADS representatives will be given access to work locations during working hours to conduct business relating solely to the provisions of this Memorandum of Understanding. Access shall be guided by the following limitations:

1. ALADS shall furnish a list of representatives to the department head or his designated representative. ALADS will immediately notify the department of any change in its representatives.
2. A representative desiring access to a work location must state the purpose and request approval from the department head or his representative within a reasonable amount of time prior to an intended visit.
3. ALADS agrees that its representatives will not interfere with the operation of the department or any of its facilities.
4. Access will be granted to an authorized ALADS representative if, in the opinion of the department head or his representative, such access will not interfere with operations or adversely affect security.
5. If a requested visit is denied, an alternate time will be mutually agreed upon.

6. An employee designated as an authorized ALADS representative must obtain permission from his/her immediate supervisor to engage, during duty hours, in business relating to this Memorandum of Understanding. Permission to leave will be granted promptly unless such absence would interfere with efficient operations. If permission is denied, an alternate time will be designated.

Section 4. Intra-County Communications

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

Section 5. Reassignments

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

Section 6. ALADS/Management Meetings

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

Section 7. Payroll Deductions and Dues

It is agreed that ALADS' dues and such other deductions as may be properly requested and lawfully permitted shall be deducted monthly by Management from the salary of each employee covered hereby who files with the County a written authorization within the provisions of applicable State law. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to ALADS by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

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

Section 8.

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

Section 9.

Management also agrees to furnish to each new employee entering the Unit the letter (Exhibit A) supplied by ALADS explaining to the employee both his/her rights under the Employee Relations Ordinance and the status of ALADS as the certified majority representative for Deputy Sheriffs, as well as material related to the services and employee benefits programs offered by ALADS. Such material shall be approved by Management prior to distribution.

Section 10. Employee Lists

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

ARTICLE 20 PERSONNEL INVESTIGATIONS

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

1. Such disclosure will not be made if in the judgment of the department head it would tend in any manner to jeopardize either the investigation itself or the employee subject to such investigation or would interfere with the operations of the Department.
2. Requests for such information must be directed to the department head or his designated representative as follows:

Sheriff's Department
Commander, Professional Standards and Training Division

District Attorney's Office
Chief, Bureau of Investigation

3. ALADS and the Department agree that any information provided on a personnel investigation is confidential and may be revealed only to the concerned employee.
 4. Inquiry shall be limited to those cases where ALADS has a recognizable interest.
- B. An employee who is the subject of a personnel investigation shall receive consideration for overtime assignments on the same basis as other employees who are not being investigated. Overtime assignments with duties not substantially related to the matters being investigated may be granted. Employees who have been notified that their peace officer powers have been suspended are precluded from working peace officer assignments.

ARTICLE 21 LEGAL REPRESENTATION

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

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

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

ARTICLE 22 ADVISORY COMMITTEE MEMBERSHIP

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

1. ALADS will submit to the Sheriff or his designated representative a list of six named employees of the department.
2. The Sheriff will consider the appointment of one employee for the Committee from this list.
3. The appointed representative for the Committee will act as a voting member of that Committee for the duration of his/her appointment.
4. The Sheriff reserves the right to monitor and direct the programs and activities of the Advisory Committee and determine the length of tenure of Committee members.
5. Replacement of a Committee member will be in accordance with the above procedures.

ARTICLE 23 EMPLOYEE RIGHTS IN THE EVENT OF TRANSFER OF FUNCTIONS

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

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

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

ARTICLE 24 GENERAL CONDITIONS

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

ARTICLE 25 OBLIGATION TO SUPPORT

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

ARTICLE 26 MANAGEMENT RIGHTS

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

ARTICLE 27 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

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

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

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

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

ARTICLE 28 RANDOM DRUG TESTING PROGRAM

Section 1 Introduction

A. Statement of Policy

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

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

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

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

B. Frequency of Testing

1. LASD

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

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

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

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

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

2. Bureau

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

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

C. Confidentiality of Testing

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

D. The Drugs

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

1. Amphetamines/Methamphetamine
2. Cocaine
3. Cannabinoids (Marijuana, THC)
4. Opiates (Heroin, Morphine, Codeine)
5. Phencyclidine (PCP)
6. MDMA/MDA/MDEA (Ecstasy)

The list of drugs conforms to the guidelines for workplace drug testing set forth by the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) on November 25, 2008. The Sheriff and District Attorney reserve the right to modify this list to conform with revisions to these guidelines, as well as to delete drugs and classes of drugs from this list.

E. Test Methodology

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

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

F. Implementation

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

Section 2. Program Organization

A. Assignment

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

B. Drug Abuse Program Director

1. LASD

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

2. Bureau

The Assistant Chief, Bureau of Investigation, or the senior manager designated to temporarily act in his/her behalf, is designated as the Bureau's Drug Abuse Program Director. The Assistant Chief shall have overall responsibility for all pre-employment and drug testing activities. It shall be the Assistant Chief's responsibility to direct the course and scope of such employee substance abuse awareness programs as may be in operation. The Assistant Chief is also designated as Bureau manager who shall be the contact point with the Medical Review Officer (MRO) regarding his/her evaluation of any positive test results.

C. Medical Review Officer

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

The responsibility for the assignment of the appropriately qualified physician and for ensuring his/her availability is that of the Los Angeles County Department of Occupational Health Programs (OHP).

D. Collection Site Supervisors

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

Section 3. Positive Test Results

A. Preliminary Determination

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

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

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

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

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

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

If the Director determines that further administrative action is warranted, he/she shall: (1) immediately advise the appropriate executive at the level of Division Chief or higher, LASD, Bureau Chief or higher, District Attorney; and, (2) on behalf of that executive, direct Internal Affairs to conduct an administrative investigation; and (3) employee will be relieved of standard duty with pay.

The employee will be provided with a copy of documentation pertaining to test results as provided in Section V, F herein.

B. Discipline

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

C. Refusal to Provide Urine Specimen

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

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

Section 4. Specimen Collection

A. Notification of Selection

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

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

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

B. Collection Site Privacy and Security

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

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

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

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

When the Collection Site Supervisor contacts a test subject, the subject shall be asked to present his/her Sheriff's Department or District Attorney's photo identification card. If the subject is unable to present proper identification, he/she must be identified by the Watch Commander/Senior Officer or Bureau Section Lieutenant/Supervising Investigator present.

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

D. Chain of Custody

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

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

showing the appropriate container number. No other written remarks about container contents or test subject identities shall be made. The Collection Log Sheet and Pre-test Declaration forms shall be locked inside the specimen container and, upon delivery to the Laboratory, both the transporting employee and the Laboratory employee authorized to receive the specimens shall open the container. They shall obtain the Collection Log Sheet and note their identities in the appropriate place on the form. At this point, the Laboratory assumes custody of the specimens, Collection Log Sheets and sealed envelopes containing the Pre-test Declaration forms.

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

E. Collection, Integrity and Identification of Specimen

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

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

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

The test subject shall be required to provide a specimen in a large, wide mouthed, easily carried, plastic non-reusable cup, unobserved and in the privacy of a stall or otherwise partitioned area. Unusual behavior shall be noted by the Collection Site Supervisor on the Collection Log Sheet.

The test subject will be provided two LASD or Bureau approved specimen bottles (samples A and B). The containers will have affixed to them specially prepared labels showing the test subject's confidential identification number. The subject's right thumb print will be rolled onto the labels by the Collection Site Supervisor. The subject shall then be ordered to provide a urine specimen and to divide it equally between the two bottles in the presence of the Collection Site Supervisor.

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

specimen bottles, additional urine shall be collected. In this instance, the test subject shall remain under the supervision of the Collection Site Supervisor. The subject shall be asked to drink fluids to aid in urination and shall be allowed a reasonable amount of time to furnish additional urine. When additional specimens are provided, third and fourth bottles shall be labeled, be affixed with another thumbprint label and be fastened to the original specimen bottles with clear tape immediately after a specimen collection, the Collection Site Supervisor shall ensure the temperature is between 90 and 100 degrees Fahrenheit. The Collection Site Supervisor shall also inspect the specimen for signs of adulteration (e.g., contaminants, color, etc.). Unusual findings should be noted in the remarks section of the Collection Log Sheet.

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

Section 5. Laboratory Analysis

A. Laboratory Management

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

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

Samples received by the laboratory shall be signed in and processed by the Evidence Control Section. The samples will then be transferred to the Toxicology Section. Toxicology Section personnel will sign the chain of evidence log. Each sample shall be inspected for evidence of possible tampering. The employee confidential identification numbers will be compared with the numbers

on the Collection Log Sheet serving as the chain of custody document (Attachment B). Any evidence of any tampering, or discrepancies in the identification numbers on the samples and Collection Log Sheet, or in the event that the seal is broken on either sample, that there is no identification number, or the ID number is illegible, or that a thumbprint is missing or illegible on either sample, such shall be reported to the Drug Abuse Program Director and shall be noted on the Collection Log Sheet. Such specimens shall not be tested. (However, such specimen may be recollected.) All other samples will then be stored at the Laboratory.

C. Specimen Processing

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

Initial Screening Test

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

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

D. Confirmatory Test

Specimens which were initially screened and found to be positive shall be confirmed using a method that combines chromatographic separation with mass spectrometry. Detailed confirmation and quality assurance procedures are discussed in the Laboratory's Procedural Manual.

Specimens shall be considered as positively confirmed if they fall above the cutoff levels indicated in the SAMHSA guidelines at the time of specimen collection and, for those drugs without a SAMHSA cutoff level, the following cutoff levels shall be used:

- | | | |
|----|--------------------------|------------|
| 1. | Amphetamines: | |
| | Amphetamine | 250 ng/ml |
| | Methamphetamine | 250 ng/ml* |
| 2. | Cocaine metabolite (1) | 100 ng/ml |
| 3. | Marijuana metabolite (2) | 15 ng/ml |

4.	Opiates:	
	Morphine	2000 ng/ml
	Codeine	2000 ng/ml
	6-acetylmorphine**	10 ng/ml
5	Phencyclidine	25 ng/ml
6.	Ecstasy:	
	MDMA	250 ng/ml
	MDA	250 ng/ml
	MDEA	250 ng/ml

*Specimen must also contain amphetamine at the concentrations of ≥ 100 ng/ml

** Conduct this test if specimen contains morphine at a concentration ≥ 2000 ng/ml

E. Preparation of Laboratory Report - Negative Test Specimens

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

F. Preparation of Laboratory Report - Positive Test Specimens

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

The laboratory report shall contain the following information:

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

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

Section 6. Reporting and Review of Results

A. Report of Laboratory Results

The Laboratory shall report the results of all positive drug tests within ten (10) business days from collection of sample.

B. Medical Review

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

C. Employee Notification

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

D. Retesting

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

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

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

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

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

The results of the third analysis (samples A and B) shall be deemed conclusive.

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

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

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

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

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

F. Audit Trail

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

Section 7. Further Provisions

A. Hold Harmless and Indemnification Clause

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

APPENDIX A

CONTRACT TOXICOLOGY LAB SERVICES

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

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

Attachment A

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

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

CONFIDENTIAL TEST NO. _____ TEST LOCATION _____

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

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

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

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

FILE NO. _____

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

RIGHT THUMB PRINT DATE OF COLLECTION

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

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

Attachment A

**DRUG TESTING DECLARATION
LOS ANGELES COUNTY DISTRICT ATTORNEY**

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

CONFIDENTIAL TEST NO. _____ TEST LOCATION _____

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

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

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

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

FILE NO. _____

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

RIGHT THUMB PRINT DATE OF COLLECTION: _____

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

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

ATTACHMENT B1

SHERIFF'S DEPARTMENT

COLLECTION LOG | TRANSMITTAL LOG | LABORATORY LOG

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

REMARKS:

ATTACHMENT B2

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

LABORATORY _____ RECEIPT NO. _____

RECEIVED BY: _____

DATE: _____ TIME: _____

COLLECTION SHEET(S): _____

URINE SPECIMENS: _____

SEALED PRE-TEST DECLARATIONS: _____

=====

SCREENING TEST:

ASSIGNED TO: _____ BY: _____

DATE: _____ TIME: _____

COMPLETED BY: _____

DATE: _____ TIME: _____

RETURNED TO: _____ BY: _____

DATE: _____ TIME: _____

NEGATIVE SPECIMEN(S): _____

DISPOSED ON: _____ BY: _____

POSITIVE SPECIMEN(S): _____

SPECIMEN NUMBER(S): _____

FROZEN ON: _____ BY: _____

ATTACHMENT B3

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

CONFIRMATION TEST (GC/MS)

LABORATORY RECEIPT NO. _____

SPECIMEN NUMBER: _____

ASSIGNED TO: _____ BY: _____

DATE: _____ TIME: _____

COMPLETED BY: _____

DATE: _____ TIME: _____

FROZEN ON: _____ BY: _____

ATTACHMENT B4

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

LABORATORY RECEIPT NO. _____

SPECIMEN NUMBER: _____

REMOVED FROM FREEZER BY: _____

DATE: _____ TIME: _____

SPLIT RELEASED BY: _____ DATE: _____

TIME: _____

SPLIT RELEASED TO: _____
(PRINT NAME)

(SIGNATURE)

(COMPANY)

DATE: _____ TIME: _____

ATTACHMENT C

SCREENING LEVELS

AMPHETAMINES:	500 ng/ml
COCAINE:	150 ng/ml
PCP:	25 ng/ml
OPIATES:	2000 ng/ml
MARIJUANA METABOLITE:	50 ng/ml

ARTICLE 29 CUSTODY/COURT LOCKUP STAFFING

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

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

Century Regional Detention Facility (CRDF)

Inmate Reception Center (IRC)

Men's Central Jail (MCJ)

North County Correctional Facility (NCCF)

Pitchess Detention Center - East Facility (PDC-E)

Pitchess Detention Center - North Facility (PDC-N)

Pitchess Detention Center - South Facility (PDC-S)

Twin Towers Correctional Facility (TTCF) (including LCMC)

2. During the 2008-2009 fiscal years, the Department shall have up to 22 custody assistant positions in Court Services court lock-up assignments. The Court Services Proposed Service Levels as of October 1, 2008, showing the proposed assignments is incorporated herein by reference.

During the 2009-2010 and 2010-2011 fiscal years the Department shall have up to 30 custody assistant positions in Court Services court lockup assignments.

This Agreement may be re-opened at the request of the County after July 1, 2011, for further discussion of the use of custody assistants in addition to the 30 agreed upon herein for fiscal years after 2011. It is agreed that any change in the current level of custody assistants assigned to Court Services will be by mutual agreement of the parties.

Except as expressly set out in this Agreement, the parties do not intend to and do not agree to effect any other change in the policies and procedures regarding the use of custody assistants in Court Services lock-up assignments.

3. The County further agrees that no additional Custody Assistants will be used elsewhere in the Department to supplant any current Deputy position during the term of this Agreement.
4. While Mira Loma Facility is operated under a contract with the United States Government, and the classifications of employees assigned to the facility are set by the contract, the Department agrees to first meet with ALADS before renewing or modifying said contract in any way.
5. Notwithstanding one (1) above, and prior to the opening of any new Custody Facility or re-opening of a previously closed Custody Facility, which includes Sybil Brand Institute (SBI), Biscailuz Center (BC), Hall of Justice Jail (HOJJ) and Pitchess Honor Rancho - Ranch Facility (PHR-R), the parties agree to meet and

confer over the impact of said management decision. However, the parties agree in principle that the Department may determine the staffing ratio at new and/or re-opened Custody Facilities subject to officer safety concerns and to the following exceptions for which Deputies shall be used exclusively:

- a. Prowlers
- b. Supervision, escort, and control of the following inmates (as defined in the Manual of Policy and Procedures):
 - (1) Noteworthy
 - (2) Condemned prisoners
 - (3) Highly dangerous
 - (4) High escape risk
 - (5) K1: Keep away from all except other K-1's
 - (6) K-9: Informants - keep away from all except other K-9's
 - (7) K-10: Keep away from all
 - (8) Any inmates requiring handcuffs and waist chains
 - (9) Romero hearings.
- c. Custody Division shall ensure that a sufficient number of Deputies are available to be assembled on an Emergency Response Team based on a situational Facility need using resources within the immediate area (including north region, south region, and any/all Field Operations Region Stations).

ARTICLE 30 **ACTING CAPACITY****Section 1.** **Definition**

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

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

Section 2. **Conditions**

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

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

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

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

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

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

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

ARTICLE 31 AUTHORIZED AGENTS

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

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: (213) 974-4029), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

- B. ALADS' principal authorized agent shall be its President or Executive Director (Address: 2 Cupania Circle, Monterey Park, California 91755; Telephone: 323-213-4005).

ARTICLE 32 PROVISIONS OF LAW

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

APPENDIX A

PEACE OFFICERS, UNIT 611

<u>Item No.</u>	<u>Title</u>
2707	Deputy Sheriff Trainee
2708	Deputy Sheriff
2889	Investigator, DA
2890	Senior Investigator, DA

APPENDIX B

GRIEVANCE PROCEDURE (Sheriff's Department)

Section 1. Purpose

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

Section 2. Definitions

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

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

Section 3. General Provisions

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

2. If an employee fails to initiate a grievance or to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled and not subject to further appeal. By mutual agreement of both parties, the various steps and time limits set forth in this grievance procedure may be waived or the grievance may revert to a prior level for reconsideration.

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

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

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

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

6. To waive the first grievance step, the aggrieved employee must obtain the signature of his/her third level supervisor in the signature space on the Form SH-AD-465. The aggrieved employee shall also write the word "waived" and sign his/her name in the decision section for step one and forward the form to the Review Board.

7. Form SH-AD-465 (Grievance Procedure) shall be prepared by the employee for the formal grievance process. The original shall be presented by the employee at the various grievance steps and returned to the employee with the written response.

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

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

Section 4. Informal Procedures

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

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

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

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

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

Section 5. Formal Procedure

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

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

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

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

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

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

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

Upon presentation of the grievance at this level, the employee may exercise his/her option to designate a maximum of two sworn members (of equal or superior rank to the grievant) of the Sheriff's Department who are not parties to the grievance who shall serve on County time to participate as equal voting members of the Review Board. The employee may waive such selection if he/she so desires by writing "waived" in the space provided for employee-selected members on SH-AD-465 and affixing his/her signature.

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

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

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

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

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

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

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

Section 6. Arbitration

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

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding and which are brought by an employee who was represented by ALADS in any steps of the grievance procedure may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator;

 - B. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established

procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including but not limited to discharges, reductions and discrimination; nor

- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Administrative Office or any other County department, agency or commission unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator;
 - D. Any subject matter relating to County-sponsored employee group insurance plans that could impose on the carrier, the provider or the County an obligation which would be in conflict with the applicable law and/or contracts or service agreements between the County and the carrier or provider;
 - E. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
3. In the event ALADS desires to request a grievance which meets the requirements of Paragraph 2 hereof be submitted to arbitration, ALADS shall

within the time requirements set forth above send a written request to County's Employee Relations Commission, which request shall:

- A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration;
 - B. The parties shall select an arbitrator by mutual agreement and recommend to the Employee Relations Commission that the individual be appointed for the purpose of conducting the arbitration proceeding. In the event the parties cannot agree on a choice within thirty (30) working days from date of receipt of the request of arbitration, the parties shall request that the Employee Relations Commission provide them with a panel of five arbitrators. Upon receipt of the Employee Relations Commission panel, the parties shall alternately strike one name each from the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission;
 - C. Arbitration procedures conducted under the authority of this Section shall be held at an appropriate location in the County Hall of Administration, except when another location is mutually agreed upon by the parties to the case.
4. Arbitration of grievances hereunder will be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been

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

5. Prior to a hearing by an arbitrator, a representative of the County and ALADS shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and ALADS cannot jointly agree on a submission statement, then, at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from or otherwise modify the terms and conditions of this Memorandum of Understanding.
7. The decision of the arbitrator shall be binding upon ALADS. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County.

If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. ALADS may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

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

Recognition

Purpose

Implementation

Term

Renegotiation

Non-Discrimination

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

APPENDIX C

GRIEVANCE PROCEDURE (DISTRICT ATTORNEY)

Section 1. Purpose

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

Section 2. Definitions

- A. "Grievance" means a formal complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.
- B. "Business Days" means calendar days exclusive of Saturdays, Sundays and legal holidays.
- C. "Chief" means the Chief of the District Attorney's Bureau of Investigation in the District Attorney's Office, or the Deputy Chief of the Bureau of Investigation when acting in the absence of the Chief.
- D. "Middle Management" means a Lieutenant, Captain, Commander or the Assistant Chief in the District Attorney's Office.

- E. "Immediate Supervisor" means a Sergeant in the District Attorney's Office.
- F. "Grievant" means an Investigator or Senior Investigator in the District Attorney's Office.

Section 3. Responsibilities

- A. An employee is encouraged to discuss his/her complaint with his/her immediate supervisor as part of an ongoing process of training and communication between the employee and his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time. No employee shall suffer any penalty for presenting or filing a grievance.
- B. Departmental management has the responsibility to:
 - (1) Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
 - (2) Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

Section 4. Waivers and Time Limits

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

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

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

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

Section 5. Employee Rights and Restrictions

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

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

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

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

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

Section 6. Informal Procedure

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

Section 7. Formal Procedure

Step 1. (Immediate Supervisor)

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

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

Step 2. (Middle Management Representative or Review Board)

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

Upon receipt of the Step 2 request for review from the Chief, the middle management representative or a member of the Review Board shall contact the grievant or the grievant's representative (if specified), and arrange a hearing date and location. Within five (5) business days from the completion of the hearing, the Grievance Response Form shall be completed by the middle management representative or the ranking Review Board's middle management representative in the Step 2 process. If the decision is from the Review board a majority opinion shall constitute a final decision. A grievance shall not be sustained on a tie vote or deadlock, but if such is the case, then the opposing sides shall attach their written opinions to the Grievance Response Form. The originals of the Grievance and Grievance Response forms shall be returned to the grievant and a copy of each shall be forwarded to the Chief.

If the grievance is granted in full or in part by the Step 2 process, it shall be management's responsibility to make the necessary arrangements to implement the decision.

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

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

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

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

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

Section 8. Special Handling of Sensitive Complaints

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

Section 9. Arbitration

1. Within ten (10) business days from the receipt of the written decision of the department head or his designated representative, an employee, only if he/she is represented by ALADS, may request that the grievance be submitted as provided for hereinafter.
2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding and which are brought by an employee who was represented by ALADS in all steps of the grievance procedure may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

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

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

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

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

- E. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
3. In the event ALADS desires to request a grievance which meets the requirements of Paragraph 2 hereof be submitted to arbitration, ALADS shall within the time requirements set forth above send a written request for arbitration to County's Employee Relations Commission which request shall:
- A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration;
 - B. The parties shall select an arbitrator by mutual agreement and recommend to the Employee Relations Commission that the individual be appointed for the purpose of conducting the arbitration proceeding. In the event the parties cannot agree on a choice within thirty (30) working days from date of receipt of the request of arbitration, the parties shall request that the Employee Relations Commission provide them with a panel of five arbitrators. Upon receipt of the Employee Relations Commission panel, the parties shall alternately strike one name each from the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission;

- C. Arbitration procedures conducted under the authority of this Section shall be held at an appropriate location in the County Hall of Administration except when another location is mutually agreed upon by the parties to the case.
4. Arbitration of grievances hereunder will be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.

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

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

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

7. The decision of the arbitrator shall be binding upon ALADS. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. ALADS may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

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

- Recognition
- Purpose
- Implementation
- Term
- Renegotiation
- Non-Discrimination
- Payroll Deductions and Dues
- Authorized Agents
- Provisions of Law

APPENDIX D

EXPEDITED ARBITRATION

1. This is an alternative to the procedure set forth in Sections 6 and 9, Arbitration, of Appendices B and C, Grievance Procedure, respectively and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by the parties.

If the parties cannot agree to a submission statement the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including but not limited to discharges, reductions, and discrimination; nor
 - C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Administrative Office or any other County department, agency, or commission unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) No stenographic record of the hearing will be made, 2) there will be no representation by outside counsel and 3) there will be no post hearing briefs.
5. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
 6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
 7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
 8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
 9. The decision of the arbitrator shall be binding upon ALADS. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County.

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

10. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Purpose

Non-Discrimination

Implementation

Term

Renegotiation

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

APPENDIX E

COURT TIME FOR EMPLOYEES IN UNIT 611

Section 1. On-Call Subpoena

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

If the employee is on an on-call status at the end of the court day, the court liaison officer shall notify the employee at the end of the court day whether he/she is to remain on-call the following day. Employees receiving an on-call subpoena shall report to court only when called to appear. Employees who are called to appear in court on an overtime basis shall receive overtime compensation at the rate established for their classification.

Section 2. Must Appear Subpoena

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

Section 3. DMV Telephonic Hearing

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

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

Section 4. Increments of Time

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

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

APPENDIX F

SICK LEAVE ACCRUAL EXCHANGE

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

1. Employees in this Unit shall be credited with full-pay sick leave to a maximum of 10 days in 1988 and a maximum of 8 days in 1989. In exchange for the reduction in credited full-pay sick leave the provisions in the Article 7, Section 1, Recommended Salary Adjustment, on July 1, 1988, included an additional 8 level base rate increase.
2. Notwithstanding the above, Deputy Sheriffs (Item Nos. 2707, 2708 and 2712) and District Attorney Investigators (Item Nos. 2889 and 2890) shall be credited with full-pay sick leave to a maximum of 12 days per calendar year. In exchange for the increase in credited full-pay sick leave, Note T was added to Article 7, Section 1, and effective November 1, 1997.

3. In addition to the days of unused full-pay sick leave for which an employee may be paid pursuant to Section 2 of Article 12 of said Memorandum of Understanding regarding fringe benefits, an employee may, at his/her option, regardless of whether sick leave was used during the preceding 12 months, receive payment for up to two (2) additional sick leave days on July 1, of each year during the term of this MOU, in lieu of carrying such days, provided at least 20 days of full-pay sick leave remain to the employee's credit after such payment.

APPENDIX G

PROTECTIVE SURVEY
OPERATIONAL PROCEDURES MANUAL
REVISED FEBRUARY 2000

LOS ANGELES COUNTY
SHERIFF'S DEPARTMENT

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FOREWORD

Effective July 1, 2018, the parties will construct an agreement to remove Master Field Training Officer (MFTO/MTO) language generally consistent with the following:

The Sheriff Department agrees that current and newly appointed MTOs shall remain a MTO until they voluntarily leave, promote, attrite or are otherwise removed consistent with the bonus removal procedures from their positions. The parties further agree all appropriate references to the MTO will be stricken in Appendix G – Protective Survey and no further appointments to the position shall be made.

Custody Training Officer

Effective July 1, 2018, persons employed on the item of Deputy Sheriff (Item No. 2708) who are assigned to a Custody Division assignment as a Custody Training Officer (CTO) shall be entitled to additional compensation of 5.5% above their salary step in three-month increments only during periods when a trainee (Deputy Sheriff or Custody Assistant) is assigned to the CTO. The selection process and the removal process for CTO shall be consistent with the Protective Survey Operational Procedures Manual and Coveted Selection Procedures Manual.

Special Enforcement and Canine Services Detail

Effective July 1, 2018, deputies assigned to Special Enforcement Bureau's Special Enforcement Detail and Special Enforcement Bureau's Canine Services Detail shall receive a bonus of approximately 16.7% above their salary step.

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

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

Sheriff

DEPUTY SHERIFF - GENERALIST

Definition

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

Entry Step

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

Step Anniversary Date

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

Salary Step Range

Effective April 1, 2006, The Deputy Sheriff (2708) classification will be on a six-step pay range.

Effective April 1, 2006, all persons employed in the classifications of Deputy Sheriff shall have their step converted from an eight-step salary range to a six-step salary range as follows:

From Step 1 to Step 1 of the six-step range

From Step 2 to Step 1 of the six-step range

From Step 3 to Step 1 of the six-step range

From Step 4 to Step 2 of the six-step range

From Step 5 to Step 3 of the six-step range

From Step 6 to Step 4 of the six-step range

From Step 7 to Step 5 of the six-step range

From Step 8 to Step 6 of the six-step range

Criteria for Salary Step 7 (Effective April 1, 2007)

Effective April 1, 2007, the seventh step of the Deputy Sheriff pay scale shall be authorized after completion of one year on the sixth step; completion of Custody and Patrol assignments with competent performance evaluations; and successful completion of Custody and Patrol training programs.

If an individual's performance is less than competent in either assignment or in either training program, the seventh step will not be authorized. The individual will be limited to the sixth step of the salary range.

Deputies may transfer to any other assignment where acceptable, but shall not be paid above the sixth step of the salary range. This does not preclude the appointment of these individuals to certain Bonus positions in future assignments.

Certification Procedures for Step 7

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

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

Custody Assignment Defined

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

Patrol Assignment Defined

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

DEPUTY SHERIFF IV

Assignments/Placement

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

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

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

Deputy Sheriff IV - Voluntary Demotion

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

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

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

DEPUTY SHERIFF - BONUS I POSITIONS

Definition

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

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

Three Tier Field Training Officer Program

Effective March 1, 2006, persons employed on the item of Deputy Sheriff (Item No. 2708) who are assigned to a Patrol Station as a Bonus Level I, Field Training Officer (FTO) shall be entitled to additional compensation as follows:

1. Upon completion of 12 months as an active FTO, such persons shall be entitled to additional compensation at a rate two schedules higher than that otherwise approved by the Board of Supervisors for such assignment. Employees receiving this level of compensation shall be functionally titled Senior Field Training Officer (SFTO).

2. Upon appointment to a Master Field Training Officer (MTO) assignment, such persons shall be entitled to additional compensation at a rate two schedules higher than that provided in 1 above;
3. Upon completion of 12 months as an active Master Field Training Officer assignment, such persons shall be entitled to additional compensation at a rate two schedules higher than that provided in 2 above;
4. FTO, SFTO and MTO positions are referenced as the FTO series.
5. Removal from any FTO series shall be consistent with the requirements as specified in the Protective Survey Operational Procedures Manual.
6. FTO and SFTO pay shall be received in 3-month increments.
7. Employees shall qualify for SFTO pay after receiving any 12 months (continuous or non-continuous service as an FTO) of FTO Bonus I pay.
8. Employees with 12 or more months of FTO pay, whenever such pay was received, shall be grandfathered as SFTOs once reappointed as a training officer.
9. The selection process for the FTO series shall be consistent with the Protective Survey Operational Procedures Manual.

10. All positions in the FTO series shall receive the Patrol Retention Bonus as specified in this agreement.
11. Promotion from the FTO series to Sergeant shall be from the pay step at the time of the promotion including skill pay differential.
12. FTOs shall not evaluate the performance of nor supervise any non-Field Operations Regional (FOR) trainees or civilians.
13. All FOR units shall have a Master Training Officer (MTO) with the exception of Avalon Station.
14. MTOs shall be a permanent position incrementally compensated including the manner of incremental compensation reduction, to a maximum 22% above Deputy Generalist, not including Patrol Retention Bonus as specified in the Protective Survey Operational Procedures Manual.
15. MTO skill pay differential shall be paid whether trainees are assigned to their particular FOR unit.
16. MTOs shall neither prepare evaluation forms, evaluate the performance of, nor supervise any non-FOR trainee or civilian personnel. MTOs may consult with FTOs on an as-needed basis regarding the performance of trainees.
17. Removal from MTO status shall be consistent with the requirements of the Protective Survey Operational Procedures Manual.

18. In the event any FOR units require more than one MTO, the second and succeeding positions shall be temporary in nature. In the event any such FOR units curtails the number of MTOs, the temporary positions and incumbents, which shall be appointed from an active list, shall be removed in reverse of the order created. If the MTO position is permanently vacated for any reason, the vacancy shall be filled by the temporary MTO, if such position exists, and the temporary MTO is on an active list.

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

DEPUTY SHERIFF - BONUS II POSITIONS

Definition

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

Bonus II - Incremental Bonus Pay Authorization

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

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

Bonus II Removed in Increments

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

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

OPERATIONAL PROCEDURESBONUS LEVELS I AND IINOTIFICATION OF APPLICATION AND VACANCIES IN BONUS POSITIONS

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

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

1. Remind all personnel of the existence of the Bonus Selection Standards Manual.
2. List all existing Bonus positions.
3. Give the title of the person and phone number within the individual units who has the necessary information about vacancies and application and selection procedures.

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

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

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

Unit Level Notification

The Unit message will contain the following information:

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

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

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

Selection - Process and Authorization

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

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

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

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

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

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

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

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

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

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

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

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

Selection Standards and Criteria

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

Bonus Pay Authorization - Process

When it is determined that an individual will be appointed to a Bonus position, with the exception of Training Officer, the Unit Commander shall forward the Bonus Pay Authorization form, SH-AD 633, through Divisional channels to Sheriff's Personnel Administration.

Station Training Officer - Pay Authorization Process

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

Relief for Short Term Sick, Injured Personnel or Position Vacancies

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

Should the assignment of an individual as relief exceed 20 working days, that relief person shall, however, receive Bonus for the following three-month increment. This would take effect on the first day of the upcoming month. The Bonus would be paid whether or not the relief person continues to perform the Bonus job. The relief personnel would not be considered as regular Bonus personnel beyond one quarter, unless formally appointed as regular.

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

Relief for Long Term Sick or Injured Personnel

Individuals who are assigned to Bonus level positions as relief for long term sick or injured personnel (long term = off or unable to perform the job for 30 days or more) shall be authorized to receive Bonus payment. The same three-month increment assignment rule applies to the appointment of relief personnel and therefore an overlap payment period will exist where it is necessary to fill in behind sick or injured personnel. It is, however, intended that relief personnel be appointed with the understanding that at the end of the three months they are subject to automatic removal.

Unit Commanders shall inform the individuals selected, in writing, of their status of "temporary relief". The procedures for notification processes for selection and Bonus pay authorization shall be the same as those for regular Bonuses.

Waiver of Selection Standards

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

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

Bonus Pay - Effective Dates

Authorization to receive Bonus pay granted between the 1st and 15th of the month shall become effective from the first of the month. Authorizations granted between the 16th and the 31st of the month shall become effective on the 1st of the following month. The

Bonus payment shall be awarded in three-month increments. Once assigned, the employee shall receive this Bonus for the entire three-month increment, regardless of subsequent reassignment during the three-month period (except upon voluntary transfer). Upon voluntary transfer from the position, the Bonus is removed at the end of the three-month increment. (Bonus II positions fall within the previously defined incremental Bonus pay removal process.)

Bonus Pay - Relating to Retirement

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

Bonus Pay - Relating to Overtime

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

Criteria for Removal from Bonus Level Assignments

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

A. Voluntary relinquishment of the position.

1. If a Deputy voluntarily relinquishes a Bonus position, he/she may remain at the Unit unless all of the Unit's items are designated as Bonus positions.
2. An employee desiring to voluntarily relinquish a Bonus position shall submit a memo to the Unit Commander requesting to be removed from the position. Upon authorization by the Unit Commander, the memo shall be forwarded along with a Bonus Pay Authorization form (SH-AD-633) to the respective Division Headquarters.
3. Voluntary relinquishment of a Bonus position will not require Division Chief authorization but will be forwarded by Division Headquarters to Personnel Administration for processing.

B. Substandard performance.

1. Requires counseling as to areas of deficiency with specific recommendations and guidance for improving performance.
2. The employee shall be given a minimum of one additional three-month period in which to improve performance.

3. An evaluation of the employee's performance verifying removal steps taken shall be forwarded along with the Bonus Pay Authorization form (SH-AD-633) to the concerned Division Headquarters.
4. With the Chief's authorization and signature, the Bonus Pay Authorization form shall be forwarded to Personnel Administration for processing. The Unit Commander shall be responsible for notifying the employee in writing of removal from the Bonus pay.

C. Medical limitations.

1. I.O.D.

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

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

2. Illness or injury not related to work

If a Deputy is off duty or unable to perform the Bonus job for more than one month due to an illness or injury unrelated to work, the Bonus payment shall stop at the end 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 Deputy capable of performing the job with no medical limitations).

3. Return to work from illness or injury

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

D. Disciplinary - Result of founded administrative investigation.

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

The intent being that the investigation result from some action by the employee related directly to the job for which the Bonus is given, and that in all cases the removal of a Bonus be justified standing alone. The incident, by itself, must be significant enough to warrant removal from the position and to indicate the individual to be a hazard/detriment to himself/herself, other individuals or to the Department should he/she continue in the position.

E. Position (Job) status change.

1. Budget elimination of the job.

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

2. Realignment/reallocation of the job.

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

F. Job limitations and duration.

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

G. Removal authorization.

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

Reports of Filled Bonus Positions

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

Increasing the Numbers of Personnel Assigned to Bonus Jobs

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

Creation of New Bonus Level Jobs

All requests for the creation and designation of new jobs as Bonus Level positions and/or the reevaluation of existing jobs for purposes of designating them as Bonus Level positions shall be submitted through Divisional channels to Personnel Services by September 1st of each year. This shall be a once-a-year process requiring Assistant Sheriffs' approval for the process to begin. A decision by an Assistant Sheriff on each such request shall be made within thirty (30) calendar days of the September 1st submission deadline. In the event the Assistant Sheriff does not authorize a request for a Creation of New Bonus Level Job (CNB) study to be conducted, ALADS shall, within ten (10) business days of said decision(s), be provided with a written explanation of the reason(s) of the disapproval of each request for a CNB study. Personnel Administration is responsible for reviewing and submitting these requests to the Assistant Sheriffs for final authorization.

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

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

Grievance Procedure

An applicant for a Bonus Level position may file a grievance if dissatisfied with the results of his/her application. It is suggested prior to filing a formal grievance, that the applicant first contact the Unit's Operations Lieutenant to discuss the results of the selection process pertaining to the applicant as the first/informal step. If dissatisfied, the applicant may waive the first formal step of the Grievance Procedure and submit his/her grievance directly to the Unit Commander. All other grievances filed by current Bonus Deputies at the unit shall be processed in accordance with the existing Grievance Procedure.

APPENDIX "A"

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

BONUS PAY AUTHORIZATION

On _____ Date _____ Name _____ Empl. # _____

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

He/She will be/was performing Unit of Assignment _____

the duties of [] Training Officer
[] Relief for _____ Name _____ Reason _____
[] Other
Bonus Position Title _____

Authorized By _____ Date _____
Unit Commander Signature
Removal Authorized By: _____ Date _____
Division Chief Signature

PATROL TRAINEE NOTIFICATION

On _____ DATE _____ NAME _____ EMPL. # _____

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

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

_____ and end _____
Date Date

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

FOR PERSONNEL BUREAU & BUSINESS OFFICE USE ONLY

Current Auth. # _____ Date _____ Prior Auth. # _____

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

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

Additional Bonus:

<u>Post</u>	<u>Longevity</u>	<u>Other</u>
Basic []	10 year []	_____
Int. []	15 year []	_____
Adv. []	20 year []	_____

APPENDIX "B"

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
REQUEST FOR WAIVER OF BONUS SELECTION STANDARDS

Date _____

CANDIDATE

Name _____ Employee # _____ Present Assignment _____

POSITION FOR WHICH WAIVER IS SOUGHT

Position _____ Name _____ and Number _____

Position Location _____

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

DIVISION CHIEF

G Approved

G

Disapproved

cc:

Signature

Date

APPENDIX "C"

BONUS SELECTION BOARD'S RESULTS

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

APPENDIX DNOTIFICATION MATRIX

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

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

EXHIBIT A

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

Section 1.

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

The extracts printed below outline both the purpose of and your rights under the Employee Relations Ordinance. An ALADS representative, during non-duty hours, may request to meet with you personally to tell you about ALADS in its role as the recognized certified representative for Deputy Sheriffs. Any additional information you may require can be secured by writing or calling ALADS, 2 Cupania Circle, Monterey Park, California 91755, and Telephone: 323-213-4005. On the basis of the evaluations you make, the decision is yours.

Section 2.

STATEMENT OF POLICY

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

Section 3.

EMPLOYEE RIGHTS


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

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

ASSOCIATION FOR LOS ANGELES
DEPUTY SHERIFFS (ALADS)

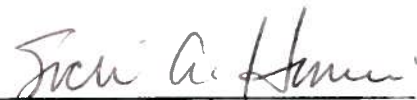
By 

President, ALADS

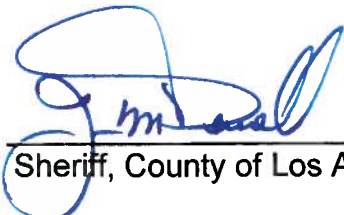
By 

Executive Director, ALADS

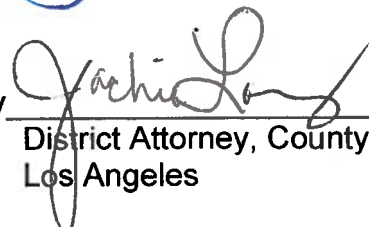
COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 

Chief Executive Officer

By 

Sheriff, County of Los Angeles

By 

District Attorney, County of
Los Angeles

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
REGARDING THE
SUPERVISORY PEACE OFFICERS

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 16th day of
October 2018,

BY AND BETWEEN

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

AND

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

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ARTICLE 1 PURPOSE

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

ARTICLE 2 RECOGNITION

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

ARTICLE 3 NON-DISCRIMINATION

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

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

ARTICLE 4 IMPLEMENTATION

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

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions of Articles;
and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

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

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

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

ARTICLE 5 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 4, Implementation, are fully met, but in no event, shall said Memorandum of Understanding become effective prior to 12:01 a.m., on February 1, 2018. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on January 31, 2021.

ARTICLE 6 **RENEGOTIATION**

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, its request to commence negotiations, as well as its initial written proposals for such successor Memorandum of Understanding no later than September 15, 2020.

Negotiations shall begin no later than October 15, 2020. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by November 30, 2020, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

**COST OF LIVING ADJUSTMENTS (COLA), GENERAL SALARY MOVEMENT (GSM),
ACROSS-THE-BOARD ADJUSTMENTS (ATB)**

During the term of this Memorandum of Understanding, should any recognized County safety bargaining unit reach a signed agreement that results in a higher across-the board (ATB) percent increase for any given year, than provided to members of Unit 612 by this Agreement, the County agrees to adjust the salary of Unit 612 members by an equivalent percent increase, effective the same year of the contract and the same time as the increase in the other safety bargaining unit.

(By way of example, in the event that Unit 612 members received an increase in salary each year under a three-year contract (3% - 3% - 2% - 2%) but another County bargaining unit received a 4% increase in salary for the first year of its contract, Unit 612 members would immediately receive an additional 1% increase for a total of 4% increase in salary in that same year.)

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:

CBSPS07A

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
2719	LIEUTENANT	CURRENT	NW	111L	8709.73	11423.18
		07/01/2018	NW	112H	8883.73	11651.45
		07/01/2019	NW	113G	9105.73	11942.18
		07/01/2020	NW	114F	9333.00	12239.91
2894	LIEUTENANT, DA	CURRENT	NW	111L	8709.73	11423.18
		07/01/2018	NW	112H	8883.73	11651.45
		07/01/2019	NW	113G	9105.73	11942.18
		07/01/2020	NW	114F	9333.00	12239.91
2717	SERGEANT	CURRENT	NW	105G	7329.55	9612.82
		07/01/2018	NW	106D	7475.64	9804.09
		07/01/2019	NW	107C	7662.18	10049.00
		07/01/2020	NW	108B	7853.55	10299.73
2891	SERGEANT, DA	CURRENT	NW	107G	7738.55	10149.00
		07/01/2018	NW	108D	7892.64	10351.18
		07/01/2019	NW	109C	8089.18	10609.73
		07/01/2020	NW	110B	8290.64	10874.09

Effective July 1, 2018, members of the bargaining unit shall receive a 2% Manpower Shortage Range adjustment.

FISCAL EMERGENCY LANGUAGE

When mutually agreed to by the parties and if a legitimate fiscal emergency exist, the MOU may be reopened on the issue of the third-year wage of the agreement.

Section 2. Step Advances

A. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head.

The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date, and within a period which does not exceed one year prior to that date.

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

Where no Performance Evaluation is issued in accordance with Paragraph A. above, the employee may request his/her department in writing to issue a Performance Evaluation.

The department head shall issue a Performance Evaluation within five (5) days of the employee's request. If said Performance Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

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

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

If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within thirty (30) days effective to his/her step anniversary date.

2. Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within thirty (30) days effective to his/her step advance anniversary date.
3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) days of issuance with the department head or his/her designated representative who shall respond to the grievance within ten (10) days. Appeals from a department head shall be processed in accordance with Civil Service Rules.

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

Section 3. Explosive Detail Bonus

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

Section 4. Additional Compensation - POST Certificate Bonus

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

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

Section 5. Sergeant Supervisory/Skill Bonus

A Sergeant who is regularly assigned to supervise or work with a Bonus II or SEB Deputy shall receive a supervisory/skill bonus of 5.5 percent, unless the difference in the skill pay between the Sergeant and the relevant Deputy, Bonus II or SEB Deputy, exceeds that amount.

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

Detective Division

Covert Camera and Surveillance Team (CCAST)

Narcotics Bureau, Major Violators;

Fraud and Cyber Crimes

Homicide Bureau

Technical Services Division

Scientific Services Bureau, Crime Lab - Firearms Identification;

Scientific Services Bureau, Crime Lab - Questioned Documents.

Special Operations Division

Section 6. Shooting Bonus

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

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

Section 7.

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

Section 8. Motorcycle Skill Pay

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

Section 9. Longevity Pay

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

07/01/05	3%	20 years of service
01/01/06	4%	25 years of service
07/01/06	4%	30 years of service

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

Section 10. Custody Dual Track Career Path

Effective January 1, 2013 the Sheriff's Department shall implement The Dual Track Career Path (Dual Track) Program to enhance continuity, stability and accountability in the county jail system. The Dual Track shall offer Sergeants (Item 2717) and Lieutenants (Item 2719) the ability to promote and remain in Custody Division without the requirement to be patrol-certified.

Non-patrol certified Sergeants and Lieutenants who choose to remain and promote within the Custody Division under the Dual Track Program shall receive step advances in accordance with Section 2 of the Article, but shall not receive a step advance or otherwise advance to the top step of the salary range unless patrol-certified.

PPOA acknowledges consultation with the Department on the changes to the classifications and promotional examination process of Sergeants and Lieutenants necessary to implement the Dual Track Program.

Section 11. POST Supervisory Bonus

Upon receipt of verification, effective July 1, 2017, members of this unit who possess a POST Supervisory Certificate, or meet the criteria and POST related requirements listed below, shall qualify for a POST Supervisory Bonus and shall receive a one and one-half percent (1.5 %) bonus applied to their base salary. Effective July 1, 2018, members of this unit who possess a POST Supervisory Certificate, or meet the criteria and POST related requirements, shall receive an additional two percent (2%) applied to their base salary. After July 1, 2018, members of this unit meeting these requirements who have not received the POST Supervisory Bonus shall receive a maximum three and one-half percent (3 1/2 %) applied to their base salary upon verification.

*Members qualifying with a POST Supervisory Certificate must also possess a minimum of two (2) years law enforcement experience as a permanent first-level supervisor or higher with the County of Los Angeles.

Requirements:

1. Possess or be eligible to possess a POST Intermediate Certificate; and,
2. Possess a minimum of two (2) years law enforcement experience as a permanent first-level supervisor or higher with the County of Los Angeles;
and,
3. Successfully complete a POST certified 80-hour Supervisory Course on various topics, including but not limited to: accountability, ethical decision making, leadership styles and conflict management; and,

4. Complete a minimum of 60 semester units, an accredited degree (AA, BA, MA), or 1,200 POST certified training hours.

NOTE: This bonus shall not be counted in calculating the Supervisory Skill Pay under Article 7 Section 5 Supervisory Skill/Bonus.

Section 12. Patrol Bonus

Effective July 1, 2018, employees covered by this agreement who are currently assigned to work at any of the following stations (or assignments): Mental Evaluation Team (MET), Transportation Services Bureau (TSB), Metrolink, Parks Bureau, Community College Bureau, North Patrol Division, Central Patrol Division, East Patrol Division, South Patrol Division or County Services Bureau, **and** have been so assigned on a cumulative basis for 30 or more months, shall be entitled to a monthly bonus of 1%.

An employee who meets the qualifying criteria in this section shall receive the bonus for each full month he/she was in pay status and continued to be assigned to the location.

If an employee leaves the assignment for any reason the bonus shall stop.

Section 13. PPOA Training Fund

THE COUNTY AGREES TO PAY THE SUM OF \$150,000

TO PPOA WITHIN 60 DAYS OF BOARD APPROVAL OF THIS MOU FOR THE SOLE PURPOSE OF PROVIDING TRAINING TO SERGEANTS AND LIEUTENANTS.

PPOA SHALL MANAGE AND ACCEPT RESPONSIBILITIES OVER THESE FUNDS IN COMPLIANCE WITH RELEVANT ACCOUNTING STANDARDS.

THE COUNTY, SHERIFF'S DEPARTMENT, AND DISTRICT ATTORNEY'S OFFICE SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE ADMINISTRATION OF THE TRAINING FUND. THE PARTIES WILL CONVENE A TRAINING FUND STEERING COMMITTEE COMPRISED OF THREE (3) MEMBERS FROM THE DEPARTMENTS AND THREE (3) MEMBERS FROM THE UNION TO DESIGNATE THE TRAINING TO BE PROVIDED. ADDITIONALLY, THIS COMMITTEE WILL BE CHAIRED BY THE PPOA PRESIDENT OR HIS/HER DESIGNEE. ALL TRAINING SHALL BE RELATED TO THE DUTIES AND RESPONSIBILITIES OF A SERGEANT OR LIEUTENANT TO ADVANCE THEIR KNOWLEDGE AND SKILLS AS SUPERVISORS AND MANAGERS. ANNOUNCEMENTS OF ANY TRAINING SHALL BE PROVIDED TO THE TRAINING UNITS FOR THE SHERIFF'S DEPARTMENT AND DISTRICT ATTORNEY'S OFFICE.

AN ITEMIZED FINANCIAL STATEMENT ADDRESSING THE SUMS SET FORTH ABOVE, AS WELL AS A REPORT OF THE CORRESPONDING TRAINING ACTIVITIES, SHALL BE PROVIDED TO THE SHERIFF AND D.A. AT THE END OF EACH FISCAL YEAR OR UPON REQUEST. ALL FUNDS NOT EXPENDED AT THE END OF THIS CONTRACT SHALL BE RETURNED BY PPOA AND PAID TO THE COUNTY.

ALL TRAINING ACTIVITIES ARE TO BE CONDUCTED ON AN EMPLOYEE'S OWN TIME, UNLESS AUTHORIZED BY THE EMPLOYEE'S SUPERVISOR. THIS MOU PROVISION WILL SUNSET AT THE END OF THIS CONTRACT TERM.

ARTICLE 8 OVERTIME

Section 1. Compensation for Overtime Worked

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

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

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

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

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

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

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

Section 2. Usage of Compensatory Time Off

- A. Accumulated compensatory time may be taken off by an employee with prior approval of Departmental management.
- B. Accumulated compensatory time off for over 40 hours shall be taken off by an employee when directed by Departmental Management, provided, however, that Management will give an employee at least seven (7) business days' notice prior to the date the directed compensatory time off is to be taken ("business day" means calendar days exclusive of Saturdays, Sundays and legal holidays); however, no employee shall be directed by Departmental Management to take off all or any part of the first 40 hour corridor which may be accumulated in accordance with Section 1.A.1 of this Article.
- C. Compensatory time off shall be first deducted from any available time earned on or before June 30, 1977, and remaining to the employee's credit as of such date. In the event the latter is not applicable, requests for compensatory time off will be deducted from any time earned effective July 1, 1977, and thereafter.
- D. In approving and directing compensatory time off, Management will accommodate employee convenience to the degree possible in light of operational requirements.

Section 3. Ordered Overtime

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

Section 4. Time of Payment

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

Section 5. Saving Clause

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

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

half his/her regular hourly rate in accordance with the provisions of the Fair Labor Standards Act with the following exceptions:

1. Paid leave time does not count toward establishing overtime eligibility except when an employee uses holiday time or in the event an employee who uses accrued benefit time during a work week is ordered to work overtime, then the benefit time used shall count as hours worked.
2. Hours worked in excess of forty (40) hours up to forty-three (43) hours in a work week (exclusive of daily fifteen (15) minute briefing period) may be accumulated to be used as compensatory time off on an hour-for-hour basis, or shall be paid at time and one-half his/her regular hourly rate, at the option of the employee.
3. An employee who uses accrued benefit time during a work week and volunteers to work additional hours may at his/her option accumulate said additional hours on an hour-for-hour basis to be used as compensatory time off; and provided that the work period for such employee or employees shall be seven (7) days under Section 7(k) of the Fair Labor Standards Act.

Section 6. Pay for Unusual Occurrence

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

Section 7.

Notwithstanding any other provisions of this Memorandum of Understanding:

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

- (1) To the extent such time would have qualified for time and one-half pay under other provisions of this MOU (including time and one-half pay at the employee's option), such time shall be compensated with time and one-half CTO, subject only to the maximum accumulation of 480 hours (resulting from 320 hours of work) for employees covered by this MOU.
- (2) To the extent such time would have qualified for straight time pay under other provisions of this MOU, such time shall be compensated with straight time CTO.
- (3) Such CTO either (a) may be taken off at the request of an employee subject to management approval or (b) shall be maintained "on the books".
- (4) Nothing in this paragraph is intended to alter the definition of "overtime" as set forth elsewhere in this MOU or the circumstances under which overtime compensation must be paid.

- (5) Notwithstanding the provisions of Section, A paragraph (1) above, overtime compensation for all special event overtime (as defined in County Code Section 6.15.120 and including but not limited to the Tournament of Roses Parade/Rose Bowl, High School Athletic Events and motion picture security) shall be paid at the rate of time and one half (1½) in accordance with the provisions of this MOU in effect prior to this amendment.
- B. Effective July 1, 1994, compensation for all "overtime" as defined in this Memorandum of Understanding shall, at the employee's option, be compensated with pay at the rate of one and one-half times the pay then in effect for the employee, or accrued as CTO at the rate of one and one-half hours for each hour of overtime worked. Accumulation of CTO shall be subject only to the maximum accumulation of 480 hours (resulting from 320 hours of work).
- C. On or after August 1, 1995, at the employee's option, time "on the books" may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.
- D. CTO accrued between October 1, 1993 and June 30, 1994, shall be taken off only at the request of the employee. For any CTO accrued during other periods, nothing in this Section shall be construed to limit management's authority to direct any employee to take accumulated CTO as provided elsewhere in this MOU.

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

ARTICLE 9 UNIFORMS

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

Section 1. Uniform Replacement and Maintenance Allowance

Employees covered by this agreement and employed on November 1, 2018, shall be entitled to a lump sum payment of one thousand seven hundred fifty dollars (\$ 1,750) in lieu of the uniform items previously issued and replaced under the 1979-1981 Memorandum of Understanding. Such payment shall be made between December 1, 2018 and December 15, 2018, by separate payroll warrant.

Employees covered by this agreement and employed on November 1, 2019, shall be entitled to a lump sum payment of one thousand seven hundred fifty dollars (\$ 1,750) in lieu of the uniform items previously issued and replaced under the 1979-1981 Memorandum of Understanding. Such payment shall be made between December 1, 2019 and December 15, 2019, by separate payroll warrant.

Employees covered by this agreement and employed on November 1, 2020, shall be entitled to a lump sum payment of one thousand seven hundred fifty dollars (\$1750) in lieu of the uniform items previously issued and replaced under the 1979-1981 Memorandum of Understanding. Such payment shall be made between December 1, 2020 and December 15, 2020, by separate payroll warrant.

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

This allowance shall not constitute a base rate.

Section 2. Uniform Replacement and Maintenance

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

Section 3. Motorcycle Jacket

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

ARTICLE 10 PEACE OFFICER RELIEF FUND

Section 1.

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

<u>Item No.</u>	
2717	Sergeant
2719	Lieutenant
2891	Sergeant, DA
2894	Lieutenant, DA

Section 2.

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

Section 3.

Payment shall be to:

Peace Officer Relief Fund Trust
 2 Cupania Circle
 Monterey Park CA 91755

Section 4.

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

Section 5.

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

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

ARTICLE 11 ACTING CAPACITYSection 1. Definition

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

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

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

Section 2. Bonus

Beginning with the thirty-first (31st) consecutive day of such acting assignment and for each subsequent month until the employee is promoted or returned to an assignment in his/her class, he/she shall receive a bonus, equivalent to one (1) salary schedule, eleven (11) levels, above his/her existing salary schedule. For those employees, who had completed thirty (30) consecutive days on such acting assignment prior to August 1, 1983, the bonus shall be payable effective August 1, 1983. This bonus shall not constitute a base rate.

Section 3.

In the event an "Intent-to-Promote" employee is assigned to an official acting capacity and returned to an assignment within his/her own classification without appointment to the rank of Sergeant (#2717) or Lieutenant (#2719), the provisions of Section 2 of this Article shall apply.

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

ARTICLE 12 EIGHT-HOUR DAY

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

ARTICLE 13 GRIEVANCE PROCEDURE

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

ARTICLE 14 STRIKES AND LOCKOUTS

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

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

ARTICLE 15 ASSOCIATION RIGHTS

Section 1. PPOA Rights

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

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

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

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

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

Section 2. Work Access for Representation Purposes

The parties agree that authorized PPOA representatives will be given access to work locations during working hours to conduct business relating solely to the provisions of this Memorandum of Understanding. Access shall be guided by the following limitations:

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

1. A representative desiring access to a work location must state the purpose and request approval from the department head or his/her representative within a reasonable amount of time prior to an intended visit.
2. PPOA agrees that its representatives will not interfere with the operation of the department or any of its facilities.
3. Access will be granted to an authorized PPOA representative if, in the opinion of the department head or his/her representative; such access will not interfere with operations or adversely affect security.
4. If a requested visit is denied, an alternate time will be mutually agreed upon.
5. An employee designated as an authorized PPOA representative must obtain permission from his/her immediate supervisor to engage, during duty hours, in business relating to this Memorandum of Understanding.
Permission to leave will be granted promptly unless such absence would interfere with efficient operations. If permission is denied, an alternate time will be designated.

Section 3. PPOA/Management Meetings

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

Section 4. Employee Lists and Orientation

PPOA will be provided not less than 10 days advanced notice of the time, date and location of the orientation, including the number of bargaining unit employees in attendance.

The County will provide PPOA the following information to the extent they have it on file and the employee has not submitted a written request to the County (department) pursuant to Government Code section 6254.3(c) objecting to the disclosure of their personal and home contact information: name, job title, department, work location, work, home, personal cellular telephone numbers.

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

Section 5. Intra-County Communications & Cooperative Use of County Email System

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

Cooperative Use of County Email System

County is working on a pilot project that will permit the cooperative use of the County's email system by the unions. The pilot project is expected to be completed by April 1, 2019, at which time an assessment will be made regarding the feasibility of extending the agreement to PPOA. The County will meet with PPOA before March 30, 2019, to discuss the results of the pilot project and explore the extension of the same or similar agreement with PPOA.

Section 6. Bulletin Boards

Management agrees to make best efforts to provide at least one bulletin board for the exclusive use of PPOA in each area or facility employing more than ten (10) employees. PPOA shall have the right to use such bulletin boards to post information or materials concerning the following subjects:

- A. PPOA recreational, social and related news bulletins;
- B. Scheduled PPOA meetings;
- C. Information concerning PPOA elections or the results thereof; and
- D. Reports of official business of PPOA, including reports of subcommittees or the Board of Directors.

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

PPOA shall pay for the cost of the bulletin boards and management agrees to provide the installation.

Section 7. Payroll Deductions and Dues

It is agreed that PPOA dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who first files with County Management a written authorization requesting that such deductions be made. It is further understood and agreed that Management shall not be required to deduct said dues or other deductions or to remit same to PPOA when any employee covered hereunder requests in writing that the County cancel all or any portion of any deductions previously authorized. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to PPOA by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

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

Section 8. Waiver of Rights

Nothing contained in this Memorandum of Understanding shall be construed as a waiver by PPOA of its rights under Section 6 of the Employee Relations Ordinance, except for those matters specifically set forth in this Memorandum of Understanding. County acknowledges and agrees to meet and confer on impacts to wages, hours and other terms and conditions of employment stemming from its implementation of Janus v AFSCME.

ARTICLE 16 PERSONNEL INVESTIGATIONS

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

1. Such disclosure will not be made if in the judgment of the department head it would tend in any manner to jeopardize either the investigation itself or the employee subject to such investigation or would interfere with the operations of the department.
2. Requests for such information must be directed to the department head or his/her designated representative as follows:

Sheriff's Department

Commander, Area 1, Professional Standards and Training Division

District Attorney's Office

Chief, Bureau of Investigation

3. PPOA and the department agree that any information provided on a personnel investigation is confidential and may be revealed only to the concerned employee.
4. Inquiry shall be limited to those cases where PPOA has a recognizable interest.

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

ARTICLE 17 UNIFORM AND SAFETY EQUIPMENT ADVISORY COMMITTEE

The Sheriff agrees to place two persons from the Professional Peace Officer Association to serve on the Uniform and Safety Equipment Advisory Committee in accordance with the following conditions:

1. The Professional Peace Officers Association will appoint two representatives to serve on this committee.
2. The Professional Peace Officers Association may appoint or remove its representatives for this committee at any time and for any reason and shall provide the department with 30 days' notice of any such change.
3. The appointed representative will act as a voting member of that Committee for the duration of his/her appointment.
4. The Sheriff reserves the right to monitor and direct the programs and activities of the Advisory Committee. The Sheriff also reserves the right to remove any member of the committee, including the appointed PPOA representative, with just cause. Just cause includes, but is not limited to, acts disruptive and inconsistent with the mission of the committee. PPOA reserves the right to appoint another representative upon removal of its representative from the committee.

ARTICLE 18 **PAYCHECK ERRORS****A. Underpayments**

1. If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.
3. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

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

ARTICLE 19 EMPLOYEE RIGHTS IN THE EVENT OF TRANSFER OF FUNCTIONS

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

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement. Management acknowledges an obligation to negotiate the impact on wages, hours and working conditions of the employees in this bargaining unit insofar as such subjects are not set forth in Memoranda of Understanding or Civil Service Rules.

ARTICLE 20 GENERAL CONDITIONS

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

ARTICLE 21 OBLIGATION TO SUPPORT

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

ARTICLE 22 MANAGEMENT RIGHTS

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

ARTICLE 23 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

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

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

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

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

ARTICLE 24 AUTHORIZED AGENTS

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

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: (213) 974-4029), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. PPOA's principal authorized agent shall be its President or its Executive Director (Address: 188 East Arrow Hwy, San Dimas, CA 91755; Telephone (323) 261-3010).

ARTICLE 25 PROVISIONS OF LAW

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

ARTICLE 26 LIMITED TERM ASSIGNMENT PROGRAM

A. Definitions

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

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

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

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

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

B. Covered Units and Limited Terms of Assignment

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

<u>Covered Unit</u>	<u>Term of Assignment</u>
1. Narcotics Bureau	Six (6) years
2. Special Investigations Bureau	Seven (7) years
3. Vice Bureau	Five (5) years

C. Incumbent Employees

1. When this program requiring an Incumbent Employee to transfer from a Covered Unit to another unit of assignment goes into effect:
 - a. The beginning of the Limited Term Assignment shall commence on the date this program becomes effective.
 - b. He/she shall, within ten (10) days from the date this program becomes effective, be notified in writing that his/her Tour of Duty shall not exceed that specified in Section B. herein.
 - c. He/she shall receive not less than twelve (12) months, nor more than fifteen (15) months advance written notice as to the date on which his/her Tour of Duty shall expire.

2. All Incumbent Employees shall, upon their transfer from a Covered Unit, continue to receive bonus pay as well as all future negotiated raises and applicable step raises as if they remained in that position in the Covered Unit. The intent of this provision is to ensure that the Incumbent Employee shall not suffer any form of economic loss as a result of the implementation of this program. Example: A Sergeant Supervising Bonus II Deputies would transfer and continue to receive the supervisory pay differential plus step and negotiated increases.
3. Once an Incumbent Employee is transferred from a Covered Unit, he/she may not reapply in-grade to return to any Covered Unit for five (5) years after the effective date of his/her transfer from said Covered Unit.
4. No Incumbent Employee shall be prohibited from transferring prior to the completion of his/her Tour of Duty from a Covered Unit.

D. Future Employees

1. All Future Employees shall be notified in writing within ten (10) days after they transfer to a Covered Unit that the Tour of Duty shall not exceed that specified in Section B herein.
2. All Future Employees shall receive no less than twelve (12) months, or more than fifteen (15) months, advance written notice as to the date on which their Tour of Duty shall expire.

3. When Future Employees transfer from a Covered Unit, they shall continue to receive bonus pay as well as all future negotiated raises and applicable step raises, as if they remained on that position, provided the transfer is within the last year of completion of the Limited Term Assignment. Bonus pay protection will only last until such time that employee is appointed to another bonus position. If, at the employee's option the transfer occurs prior to the last year of completion of the Limited Term Assignment, it will be considered as a voluntary relinquishment of the position.
4. Once a Future Employee transfers from a Covered Unit, he/she may not re-apply in-grade to return to any Covered Unit for five (5) years after the effective date of his/her transfer from said Covered Unit.
5. A Future Employee may submit an application for transfer from a Covered Unit prior to the completion of the Limited Term Assignment. Such transfer request must be approved by the employee's Division Chief within six (6) months from the date of submission. However, transfer requests submitted during the final year of the Limited Term Assignment shall be expedited upon request.

E. Application of Policy

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

F. One-Time One-Case Exception

1. The only exception to the provisions requiring an Incumbent Employee or Future Employee to transfer from a Covered Unit by the end of the term specified in Paragraph B herein shall be his/her involvement in a then ongoing major (single case) investigation.
2. If the employee's Division Chief certifies that his/her continued participation in an on-going investigation is critical to secure a prosecution, then a one-time one-case only exception may be authorized.
3. The reason for said extension must be articulated in writing, citing the one-case by name and number.
4. Thereafter, the employee must transfer within six (6) months of the completion of the trial or decision not to file the case.

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

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

ARTICLE 27 RANDOM DRUG TESTING PROGRAM

Section 1. INTRODUCTION

A. Statement of Policy

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

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

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

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

B. Frequency of Testing

1. LASD

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

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

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

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

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

2. Bureau

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

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

C. Confidentiality of Testing

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

D. The Drugs

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

1. Amphetamines/Methamphetamine
2. Cocaine
3. Cannabinoids (Marijuana, THC)
4. Opioids (Heroin, Morphine, Codeine, Hydrocodone, Hydromorphone, Oxycodone, Oxymorphone)
5. Phencyclidine (PCP)
6. MDMA/MDA (Ecstasy)

The list of drugs conforms to the guidelines for workplace drug testing set forth by the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) on November 25, 2008.

The Sheriff and District Attorney reserve the right to modify this list to conform with revisions to these guidelines, as well as to delete drugs and classes of drugs from this list.

E. Test Methodology

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

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

F. Implementation

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

Section II. PROGRAM ORGANIZATION

A. Assignment

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

B. Drug Abuse Program Director

1. LASD

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

The Captain is also designated as the Department manager who shall be the contact point with the Medical Review Officer regarding his/her evaluation of any positive test results.

2. Bureau

The Deputy Chief, Bureau of Investigation, or the senior manager designated to temporarily act in his/her behalf, is designated as the Bureau's Drug Abuse Program Director. The Deputy Chief shall have overall responsibility for all pre-employment and drug testing activities. It shall be the Deputy Chief's responsibility to direct the course and scope of such employee substance abuse awareness programs as may be in operation. The Deputy Chief is also designated as Bureau manager who shall be the contact point with the Medical Review Officer (MRO) regarding his/her evaluation of any positive test results.

C. Medical Review Officer

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

The responsibility for the assignment of the appropriately qualified physician and for ensuring his/her availability is that of the Los Angeles County Department of Occupational Health Programs (OHP).

D. Collection Site Supervisors

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

Section III. POSITIVE TEST RESULTS

A. Preliminary Determination

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

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

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

If the MRO cannot close the case, he/she will contact the Program Director regarding the need for additional information in order to verify the employee's statements. The Program Director will immediately send an investigator to verify the facts presented by the employee without initiating a formal internal investigation. The information obtained by the investigator will be provided to the Medical Review Officer. The Medical Review Officer will prepare a written report to the Program Director limited to a statement of conclusion if the additional information allows him/her to determine that the test results were caused by appropriate use of prescribed medication.

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

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

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

B. Discipline

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

C. Refusal to Provide Urine Specimen

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

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

Section IV. SPECIMEN COLLECTION

A. Notification of Selection

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

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

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

B. Collection Site Privacy and Security

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

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

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

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

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

If the subject is unable to present proper identification, he/she must be identified by the Watch Commander/Senior Officer or Bureau Section Lieutenant/Sergeant present. The subject will also be asked to complete a Pre-test Declaration form (Attachment "A"). The form elicits information about recent use of prescription and non-prescription medications, and accidental exposure to controlled substances.

The form shall contain the subject's right thumbprint and confidential test number. It is to be placed in a sealed envelope by the subject and given to the Collection Site Supervisor. The form will be destroyed without being reviewed if the test results are negative.

D. Chain of Custody

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

When a specimen is stored in a facility's evidence locker, all LASD or Bureau evidence handling procedure shall apply, including tagging the container and entering it into the PRELIMS. All such entries shall be listed as "Lab Container No. _____" showing the appropriate container number. No other written remarks about container contents or test subject identities shall be made. The Collection Log Sheet and Pre-test Declaration forms shall be locked inside the specimen container and, upon delivery to the Laboratory, both the transporting employee and the Laboratory employee authorized to receive the specimens shall

open the container. They shall obtain the Collection Log Sheet and note their identities in the appropriate place on the form. At this point, the Laboratory assumes custody of the specimens, Collection Log Sheets and sealed envelopes containing the Pre-test Declaration forms.

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

E. Collection, Integrity and Identification of Specimen

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

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

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

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

A minimum of 50 milliliters (1.7 fluid ounces) must be provided or the specimen will be considered incomplete. If the Collection Site Supervisor determines that there is an insufficient amount of urine (less than 50 milliliters total) in the specimen bottles, additional urine shall be collected. In this instance, the test subject shall remain under the supervision of the Collection Site Supervisor. The subject shall be asked to drink fluids to aid in urination and shall be allowed a reasonable amount of time to furnish additional urine. When additional specimens are provided, third and fourth bottles shall be labeled, be affixed with another thumbprint label and be fastened to the original specimen bottles with clear tape.

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

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

The results of those analyses shall be reported in the written laboratory report to the MRO for further action, if any is needed.

Section V. LABORATORY ANALYSIS

A. Laboratory Management

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

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

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

C. Specimen Processing

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

Initial Screening Test

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

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

D. Confirmatory Test

Specimens which were initially screened and found to be positive shall be confirmed using a method that combines chromatographic separation with /mass spectrometry Detailed confirmation and quality assurance procedures are discussed in the Laboratory's Procedural Manual.

Specimens shall be considered as positively confirmed if they fall above the cutoff levels, indicated in the SAMHSA guidelines at the time of specimen collection and, for those drugs without SAMHSA cutoff level, the following cutoff levels shall be used:

1.	Amphetamines:	
	• Amphetamine	250 ng/ml
	• Aethamphetamine	250 ng/ml*
2.	Cocaine metabolite (1)	100 ng/ml
3.	Marijuana metabolite (2)	15 ng/ml
4.	Opioids:	
	• Morphine	2000 ng/ml
	• Codeine	2000 ng/ml
	• 6-acetylmorphine**	10 ng/ml
	• Hydrocodone	100 ng/ml
	• Hydromorphone	100 ng/ml
	• Oxycodone	100 ng/ml
	• Oxymorphone	100 ng/ml
5.	Phencyclidine	25 ng/ml
6.	Ecstasy:	
	• MDMA	250 ng/ml
	• MDA	250 ng/ml

* Specimen must also contain amphetamine at the concentrations of ≥ 200 ng/ml

** Conduct this test if specimen contains morphine at a concentration ≥ 2000 ng/ml

E. Preparation of Laboratory Report - Negative Test Specimens

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

F. Preparation of Laboratory Report - Positive Test Specimens

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

The laboratory report shall contain the following information:

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

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

Section VI. REPORTING AND REVIEW OF RESULTS

A. Report of Laboratory Results

The Laboratory shall report the results of all positive drug tests within ten (10) business days from collection of sample.

B. Medical Review

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

C. Employee Notification

If the MRO does not find appropriate medical justification for the positive laboratory findings, he/she shall prepare a written report to the Program Director. Upon notification to the employee of a positive finding, the employee shall be provided with the laboratory report (as described in part V, F. above) and the MRO's written report.

The Employee also shall be provided with a written notice of his or her right to have the second sample (Sample B) independently tested and reviewed by an independent MRO.

D. Retesting

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

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

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

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

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

The LASD or the Bureau shall pay for all such retesting. However, results of drug tests not obtained within the specifications of the Drug Testing Program and not processed by a laboratory mutually agreed to by the union and management shall not be considered.

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

The Medical Review Officer may counsel the subject regarding follow-up care by competent medical authority and, if requested, furnish referrals. Such actions by the Medical Review Officer shall not prohibit, or be considered as a replacement for, any disciplinary action by the LASD or the Bureau. Members having a positive drug test result shall remain subject to discipline up to and including discharge, irrespective of any counseling or treatment.

F. Audit Trail

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

Section VII. FURTHER PROVISIONSA. Hold Harmless and Indemnification Clause

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

ATTACHMENT A

DRUG TESTING DECLARATION
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

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

CONFIDENTIAL TEST NO. _____ TEST LOCATION _____

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

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

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

() NO

() YES DATE _____

NAME OF SUPERVISOR ADVISED OF INCIDENT _____

FILE NO. _____

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

RIGHT THUMB PRINT _____ DATE OF COLLECTION: _____

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

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

ATTACHMENT A (continued)

**DRUG TESTING DECLARATION
LOS ANGELES COUNTY DISTRICT ATTORNEY**

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

CONFIDENTIAL TEST NO. _____ TEST LOCATION _____

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

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

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

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

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

RIGHT THUMB PRINT _____ DATE OF COLLECTION: _____

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

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

ATTACHMENT B1

SHERIFF'S DEPARTMENT
COLLECTION LOG SHEET

COLLECTION LOG

TRANSMITTAL LOG

LABORATORY LOG

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

REMARKS:

ATTACHMENT B2

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

LABORATORY RECEIPT NO.

RECEIVED BY:

DATE: _____ TIME: _____

COLLECTION SHEET(S):

URINE SPECIMENS

SEALED PRE-TEST DECLARATIONS:

=====

IMMUNOSSAY SCREENING TEST :

ASSIGNED TO: _____ BY: _____

DATE: _____ TIME: _____

COMPLETED BY:

DATE: _____ TIME: _____

RETURNED TO: _____ BY: _____

ATTACHMENT B2 (continued)

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

DATE: _____ TIME: _____

NEGATIVE SPECIMEN(S) _____

DISPOSED ON: _____ BY: _____

POSITIVE SPECIMEN(S) _____

SPECIMEN NUMBER(S)

FROZEN ON: _____ BY: _____

ATTACHMENT B3

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

LABORATORY RECEIPT NO.

SPECIMEN NUMBER:

ASSIGNED TO: _____

BY:

DATE: _____

TIME:

COMPLETED BY: _____

DATE: _____

TIME:

FROZEN ON: _____

BY:

ATTACHMENT B4

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

LABORATORY RECEIPT NO.

SPECIMEN NUMBER:

REMOVED FROM FREEZER BY:

DATE: _____ TIME: _____

SPLIT RELEASED BY:

DATE: _____ TIME: _____

SPLIT RELEASED TO:

(PRINT NAME)

(SIGNATURE)

(COMPANY)

DATE: _____ TIME: _____

ATTACHMENT C

IMMUNOASSAY SCREENING LEVELS

AMPHETAMINES:	500 ng/ml
COCAINE:	150 ng/ml
PCP:	25 ng/ml
CODEINE/MORPHINE:	2000 ng/ml
HYDROCODONE/HYDROMORPHONE:	300 ng/ml
OXYCODONE/OXYMORPHONE:	100 ng/ml
MARIJUANA METABOLITE:	50 ng/ml
MDMA/MDA (Ecstasy)	500 ng/ml

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

PROFESSIONAL PEACE OFFICERS
ASSOCIATION

By 

President, PPOA

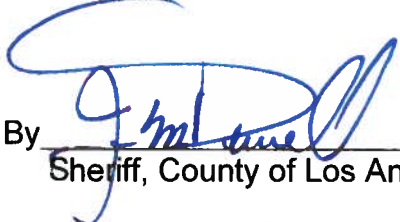
By 

Executive Director, PPOA

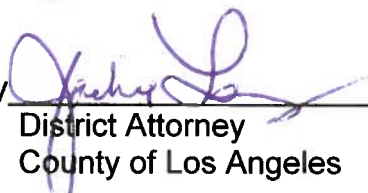
COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 

Chief Executive Officer

By 

Sheriff, County of Los Angeles

By 

District Attorney
County of Los Angeles

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

APPENDIX ASUPERVISORY PEACE OFFICERS, UNIT 612

<u>Item No.</u>	<u>Title</u>
2717	Sergeant
2719	Lieutenant
2894	Lieutenant, DA
2891	Sergeant, DA

APPENDIX BGRIEVANCE PROCEDURE (SHERIFF'S DEPARTMENT)Section 1. Purpose

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

Section 2. Definitions

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

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

Section 3. General Provisions

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

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

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

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

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

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

5. If the grievance does not involve a suspension but the aggrieved employee definitely believes that his/her grievance cannot be resolved at any supervisory level except the Review Board, he/she may, with the concurrence of the concerned supervisors, waive formal step one.
6. To waive the first grievance step, the aggrieved employee must obtain the signatures of his/her first and third level supervisors in the signature spaces on the Form SH-AD-456. The aggrieved employee shall also write the word "waived" and sign his/her name in the decision section for step one and forward the form to the Review Board.
7. Form SH-AD-465 (Grievance Procedure) shall be prepared by the employee for the formal grievance process. The original shall be presented by the employee at the various grievance steps and returned to the employee with the written response. A copy of the original Form (SH-AD-465), in its entirety, shall be made by the various supervisory levels and sent to Sheriff's Employee Relations, at the completion of each formal step. A second copy of the original should be retained as the unit commander's record of the grievance discussions. This record will not be included in the employee's personnel file.
8. Management shall notify PPOA of any grievance involving the terms and conditions of this Memorandum of Understanding.

9. A PPOA representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
10. PPOA agrees to encourage an employee who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated, and the specific remedy requested.

Section 4. Informal Procedures

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

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

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

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

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

Section 5. Formal Procedure

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

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

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

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

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

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

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

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

Upon presentation of the grievance at this level, the employee may exercise his/her option to designate a maximum of two sworn members (of equal or superior rank to the grievant) of the Sheriff's Department who are not parties to the grievance to participate as equal voting members of the Review Board. The employee may waive such selection if he/she so desires by writing "waived" in the space provided for employee-selected members of SH-AD-465 and affixing his/her signature.

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

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

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

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

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

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

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

Section 6. Arbitration

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

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

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

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

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

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

- E. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
3. In the event PPOA desires to request a grievance which meets the requirements of Paragraph 2 hereof be submitted to arbitration, PPOA shall within the time requirements set forth above send a written request for arbitration to County's Employee Relations Commission which request shall:
- A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration;
 - B. The parties shall select an arbitrator by mutual agreement and recommend to the Employee Relations Commission that the individual be appointed for the purpose of conducting the arbitration proceeding. In the event the parties cannot agree on a choice within thirty (30) working days from date of receipt of the request of arbitration, the parties shall request that the Employee Relations Commission provide them with a panel of five arbitrators. Upon receipt of the Employee Relations Commission panel, the parties shall alternately strike one name each from the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission;

- C. Arbitration procedures conducted under the authority of this Section shall be held at an appropriate location in the County Hall of Administration, except when another location is mutually agreed upon by the parties to the case.
4. Arbitration of grievances hereunder will be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including but not limited to fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration will be the responsibility of the individual party involved.
5. Prior to a hearing by an arbitrator, a representative of the County and PPOA shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and PPOA cannot jointly agree on a submission statement, then, at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

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

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

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

Recognition

Purpose

Implementation

Term

Renegotiation

Non-Discrimination

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

APPENDIX CGRIEVANCE PROCEDURE (DISTRICT ATTORNEY)Section 1. Purpose

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

Section 2. Definitions

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

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

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

- D. "Middle Management" means a Lieutenant, Captain, or the Deputy Chief in the District Attorney's Office Department.

- E. "Immediate Supervisor" means Lieutenant or Captain in the District Attorney's Office.
- F. "Grievant" means a Sergeant or Lieutenant in the District Attorney's Office.

Section 3. Responsibilities

- A. An employee is encouraged to discuss his/her complaint with his/her immediate supervisor as part of an ongoing process of training and communication between the employee and his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time. No employee shall suffer any penalty for presenting or filing a grievance.
- B. Departmental management has the responsibility to:
 - 1. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
 - 2. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

Section 4. Waivers and Time Limits

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

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

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

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

Section 5. Employee Rights and Restrictions

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

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

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

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

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

Section 6. Informal Procedure

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

Section 7. Formal Procedure

Step 1. (Immediate Supervisor)

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

The original of both the Grievance and Grievance Response forms shall be returned to the grievant and a copy of the Grievance Response Form shall be retained by the immediate supervisor.

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

Step 2. (Middle Management Representative or Review Board)

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

Within five (5) business days from the completion of the hearing, the Grievance Response Form shall be completed by the middle management representative or the Review Board ranking middle management representative in the Step 2 process. If the decision is from the Review Board a majority opinion shall constitute a final decision. A grievance shall not be granted on a tie vote or deadlock, but if such is the case, then the opposing sides shall attach their written opinions to the Grievance Response Form. The originals of the Grievance and Grievance Response forms shall be returned to the grievant and a copy of each shall be forwarded to the Chief. If the grievance is granted in full or part by the Step 2 process, it shall be management's responsibility to make the necessary arrangements to implement the decision.

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

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

Upon receipt of the Step 3 request for review, the Chief shall contact the grievant or the grievant's representative (if specified) and arranges a hearing date and location.

Within ten (10) business days from the completion of the hearing the Chief shall complete the Grievance Response Form. If the grievance is granted in full or in part, the Chief shall make the necessary arrangements to implement the decision.

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

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

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

Section 8. Special Handling of Sensitive Complaints

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

Section 9. Arbitration

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

2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding and which are brought by an employee who was represented by PPOA in all steps of the grievance procedure may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator;

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

- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Executive Office or any other County department, agency or commission unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator;
 - D. Any subject matter relating to County-sponsored employee group insurance plans that could impose on the carrier, the provider or the County an obligation which would be in conflict with the applicable law and/or the contracts or service agreements between the County and the carrier or provider;
 - E. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
3. In the event PPOA desires to request a grievance which meets the requirements of Paragraph 2 hereof be submitted to arbitration, PPOA shall within the time requirements set forth above send a written request to County's Employee Relations Commission which request shall:
- A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration;

- B. The parties shall select an arbitrator by mutual agreement and recommend to the Employee Relations Commission that the individual be appointed for the purpose of conducting the arbitration proceeding. In the event the parties cannot agree on a choice within thirty (30) working days from date of receipt of the request of arbitration, the parties shall request that the Employee Relations Commission provide them with a panel of five arbitrators. Upon receipt of the Employee Relations Commission panel, the parties shall alternately strike one name each from the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission;
- C. Arbitration procedures conducted under the authority of this Section shall be held at an appropriate location in the County Hall of Administration except when another location is mutually agreed upon by the parties to the case.
4. Arbitration of grievances hereunder will be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration.

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

5. Prior to a hearing by an arbitrator, a representative of the County and PPOA shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and PPOA cannot jointly agree on a submission statement, then, at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from or otherwise modify the terms and conditions of this Memorandum of Understanding.
7. The decision of the arbitrator shall be binding upon PPOA. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. PPOA may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

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

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

APPENDIX D
EXPEDITED ARBITRATION

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

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

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including but not limited to, discharges, reductions, and discrimination; nor
 - C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Executive Office, or any other County department, agency, or commission unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) No stenographic record of the hearing will be made, 2) there will be no representation by outside counsel and 3) there will be no post hearing briefs.
5. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

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

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

11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Recognition
 - Non-Discrimination
 - Implementation
 - Term
 - Renegotiation
 - Payroll Deductions and Dues
 - Authorized Agents
 - Provisions of Law

APPENDIX E

COURT TIME FOR EMPLOYEES IN PPOA UNIT 612Section 1. On-Call Subpoena

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

If the employee is on an on-call status at the end of the court day, the court liaison officer shall notify the employee at the end of the court day whether he/she is to remain on-call the following day. Employees receiving an on-call subpoena shall report to court only when called to appear. Employees who are called to appear in court on an overtime basis shall receive overtime compensation at the rate established for their classification.

Section 2. Must Appear Subpoena

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

Section 3. DMV Telephonic Hearing

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

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

Section 4. Increments of Time

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

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

APPENDIX FSICK LEAVE ACCRUAL EXCHANGE

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

1. Employees in this Unit shall be credited with full-pay sick leave to a maximum of 10 days in 1988 and a maximum of 8 days in 1989.
2. It is understood between the parties that in exchange for the reduction in credited full-pay sick leave as provided in one (1), herein above, the provisions in Article 7, Section 1, Recommended Salary Adjustment, on July 1, 1988, included an additional 8 level base rate increase.
3. Effective January 1999, employees in this Unit in the classification of Sergeant (#2717) or Lieutenant (#2719) shall be credited with full-pay sick leave to a maximum of 12 days.

4. Effective January 1, 2001, Lieutenant, DA (Item No. 2894) and Sergeant, DA (Item No. 2891) shall be credited with 4 additional days of full-pay sick leave to a maximum of 12 days in calendar year 2001 and a maximum of 12 days per calendar year thereafter. In exchange for the increase in credited full-pay sick leave days, amendments were made to Sections 1 and 4 of Article 7. Further, Lieutenant, DA and Sergeant, DA were added to Article 27, Random Drug Testing.
5. In addition to the days of unused full-pay sick leave for which an employee may be paid pursuant to Section 2 of said Article 12, of the Coalition Fringe Benefits Memorandum of Understanding, an employee may, at his/her option, regardless of whether sick leave was used during the preceding 12 months, receive payment for up to 2 additional sick leave days on July 1, 2016 and 2017, in lieu of carrying such days, provided at least 20 days of full-pay sick leave remain to the employee's credit after such payment.
5. Employees in this Unit shall be credited with full-pay sick leave to a maximum of 12 days as indicated above during the term of this contract.

Appendix G

1) Quest Diagnostics Incorporated

Van Nuys, California

(818) 989-2520

2) Long Beach Memorial Laboratory

Long Beach, California

(562) 933-0777

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
PUBLIC DEFENDER INVESTIGATORS

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 16th day of
October 2018;

BY AND BETWEEN

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

AND

ASSOCIATION OF PUBLIC DEFENDER
INVESTIGATORS (hereinafter referred to
as "APDI" or "Union")

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ARTICLE 1 PURPOSE

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

ARTICLE 2 RECOGNITION

Section 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, the Association of Public Defender Investigators was certified on August 15, 1985, by County's Employee Relations Commission (Employee Relations Commission File No. Dec-25) as the majority representative of County employees in the Public Defender Investigators Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management recognizes the Association of Public Defender Investigators as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the following employee classifications comprising said Unit, as well as such classes as may be added hereafter by the Employee Relations Commission.

<u>Item No.</u>	<u>Title</u>
2901	Investigator II, PD
2902	Investigator III, PD

Section 2. Exclusive Recognition

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

ARTICLE 3 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of the Association of Public Defender Investigators, or to have the Association of Public Defender Investigators represent them in their employee relations with Management. It is further agreed that nothing herein shall prohibit any employees from representing themselves individually or appearing in their own behalf, in their employment relations with Management. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, gender, sexual orientation, age, national origin, political or religious opinions, mental or physical disability or any other protected status.

ARTICLE 4 IMPLEMENTATION

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

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County Ordinances, including Title 6 the Los Angeles County Code, required to implement the full provisions of Articles; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

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

Implementation shall be effective as of the date approved 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 the terms and conditions for its effectiveness, as set forth in Article 4, Implementation, are fully met, but in no event, shall said Memorandum of Understanding become effective prior to 12:01 a.m., on February 1, 2018. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on January 31, 2021.

ARTICLE 6 RENEGOTIATION

Section 1. Calendar for Negotiations

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, its request to commence negotiations, as well as its initial written proposals for such successor Memorandum of Understanding no later than September 15, 2020

Upon receipt of such written notice and proposals, negotiations shall begin no later than thirty (30) days after such receipt or October 15, 2020, whichever is later. An impasse concerning the matters under negotiations shall be declared automatically if full and entire agreement on the mandatory terms of a successor Memorandum of Understanding is not reached by November 30, 2020, unless the parties mutually agree to continue negotiations.

ARTICLE 7 SALARIES**Section I. Recommended Salary Adjustment**

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

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
2901	INVESTIGATOR II, PD	CURRENT	NX	104D	7080.64	9804.09
		07/01/2018	NX	105A	7221.00	9999.00
		07/01/2019	NX	105L	7401.91	10249.00
		07/01/2020	NX	106K	7586.91	10505.55
2902	INVESTIGATOR III, PD	CURRENT	NW	108D	7892.64	10351.18
		07/01/2018	NW	109A	8049.00	10557.00
		07/01/2019	NW	109L	8249.91	10820.64
		07/01/2020	NW	110K	8455.73	11090.82

REGARDING THE CONTRACT TERM OF 2018 THROUGH 2021, WHEN MUTUALLY AGREED TO BY THE PARTIES AND IF A LEGITIMATE FISCAL EMERGENCY EXISTS, THE MOU MAY BE REOPENED ON THE ISSUE OF THE THIRD-YEAR WAGE OF THE AGREEMENT.

“ME TOO” Understanding that bargaining unit 613 shall receive the same County wide general Cost of Living Adjustment as all other County bargaining units.

If, during, the 2015 collective bargaining season, the County of Los Angeles reaches an initial agreement with any County certified employee organization involving the first issuance of a longevity bonus, or any increase to a longevity bonus, the County shall issue said longevity bonus to bargaining unit 613 based on the same terms and conditions as issued to the first-time recipients of the longevity bonuses.

Effective 4/1/07, a new salary step (5.5%) will be added to each class in the bargaining unit. Employees on the top step of the salary range for Investigator II, PD (Item No. 2901) and Investigator III, PD (Item No. 2902) for at least 1 year on 4/1/07 will go to the new salary step.

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 Personnel, 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 Evaluation 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 Union 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 available salary and wage information 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.

Section 4. Special Pay Practices

A. Dress Standards

The Union agrees that effective January 1, 1986, all current employees in the bargaining unit and all future employees covered by this agreement will be required to provide a navy-blue sports coat (blazer style) and wear it at all appropriate occasions as determined by management. Nothing herein shall be construed as a waiver of management's right to establish, change and modify dress standards.

Employees covered by this agreement who have provided a navy-blue sports coat (blazer style) and are employed on December 1, 2003, shall be entitled to a lump sum payment of two hundred dollars (\$200.00), payable between January 1, 2001,

and January 15, 2004, by separate payroll warrant. This allowance shall not constitute a base rate.

Employees covered by this agreement who have provided a navy-blue sports coat (blazer style) and are employed on December 1, 2004, shall be entitled to a lump sum payment of two hundred dollars (\$200.00), payable between January 1, 2005, and January 15, 2005, by separate payroll warrant.

This allowance shall not constitute a base rate.

Employees covered by this agreement who have provided a navy-blue sports coat (blazer style) and are employed on December 1, 2005, shall be entitled to a lump sum payment of two hundred dollars (\$200.00), payable between January 1, 2006 and January 15, 2006, by separate payroll warrant. This allowance shall not constitute a base rate.

Employees covered by this agreement who have provided a navy-blue sports coat (blazer style) and are employed on December 1, 2006, shall be entitled to a lump sum payment of two hundred dollars (\$200.00), payable between January 1, 2007, and January 15, 2007, by separate payroll warrant. This allowance shall not constitute a base rate.

Employees covered by this agreement who have provided a navy-blue sports coat (blazer style) and are employed on December 1, 2007, shall be entitled to a lump sum payment of two hundred dollars (\$200.00), payable between January 1, 2008,

and January 15, 2008, by separate payroll warrant. This allowance shall not constitute a base rate.

Employees covered by this agreement who have provided a navy-blue sports coat (blazer style) and are employed on December 1, 2008, shall be entitled to a lump sum payment of two hundred dollars (\$200.00), payable between January 1, 2009, and January 15, 2009, by separate payroll warrant.

Employees covered by this agreement who have provided a navy-blue sports coat (blazer style) and are employed on December 1, 2013, shall be entitled to a lump sum payment of two hundred dollars (\$200.00), payable between January 1, 2014, and January 15, 2014, by separate payroll warrant. This allowance shall not constitute a base rate.

Employees covered by this agreement who have provided a navy-blue sports coat (blazer style) and are employed on December 1, 2014, shall be entitled to a lump sum payment of two hundred dollars (\$200.00), payable between January 1, 2015, and January 15, 2015, by separate payroll warrant. This allowance shall not constitute a base rate.

Employee covered by this agreement who have provided a navy-blue sports coat (blazer style) and are employed on December 1, 2015, shall be entitled to a lump sum payment of two hundred and fifty dollars (\$250.00), payable between January 1, 2016, and January 15, 2016, by separate payroll warrant.

Employee covered by this agreement who have provided a navy-blue sports coat (blazer style) and are employed on December 1, 2016, shall be entitled to a lump sum payment of two hundred and fifty dollars (\$250.00), payable between January 1, 2017, and January 15, 2017, by separate payroll warrant.

Employee covered by this agreement who have provided a navy-blue sports coat (blazer style) and are employed on December 1, 2017, shall be entitled to a lump sum payment of two hundred and fifty dollars (\$250.00), payable between January 1, 2018, and January 15, 2018, by separate payroll warrant.

Employees covered by this agreement who have court attire and are employed on November 1, 2018, shall be entitled to a lump sum payment of two hundred and fifty dollars (\$250.00), payable between December 1, 2018 and December 15, 2018, by separate payroll warrant.

Employees covered by this agreement who have court attire and are employed on November 1, 2019, shall be entitled to a lump sum payment of two hundred and fifty dollars (\$250.00), payable between December 1, 2019 and December 15, 2019, by separate payroll warrant.

Employees covered by this agreement who have court attire and are employed on November 1, 2020, shall be entitled to a lump sum payment of two hundred and fifty dollars (\$250.00), payable between December 1, 2020 and December 15,

2020, by separate payroll warrant.

This allowance shall not constitute a base rate.

Employees shall be responsible for the cleaning and maintenance of the required attire.

B. Standby Pay INS Parolee Witness Program

Employees required by Management to remain available to return to work, at any time during specified hours outside their normal working hours, shall receive \$2.00 per hour while on standby but not more than \$600.00 per month. The parties agree that no additional compensation for standby status shall be made since the employee placed on standby status is not "unreasonably restricted" as defined by the Fair Labor Standards Act.

C. INS Parolee Witness Program - After Hours Duty

Whenever an employee is ordered by his/her Department Head or designated Management representative to work following the termination of his/her normal work shift and departure from his/her work location as a result of the INS Parolee Witness Program, the employee shall receive six (6) hours of compensatory time off for the first four hours worked, or any fraction thereof.

Employees who work in excess of four hours will receive compensatory time off at the rate of time and one-half.

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 compensatory time off for the first four hours of work.

The provisions of paragraphs B and C shall only apply to the INS Parolee Witness Program.

Section 5. Longevity Bonuses

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

10/1/06	3%	(12 levels)	after completion of 19 years of service
04/1/07	4%	(16 levels)	after completion of 24 years of service
10/1/07	4%	(16 levels)	after completion of 29 years of service

Longevity Pay is cumulative and shall constitute a base rate.

ARTICLE 8 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. 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.

- B. The County will pay employees for any overtime worked at a rate of one and one-half (1 ½) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

- C. An employee in the bargaining unit may elect to work up to sixty (60) hours of FLSA overtime to be used as compensatory time off in lieu of pay. Compensatory time is accrued at the rate of one and one-half (1 ½) hours for each hour of overtime worked. No more than sixty (60) hours of compensatory time may be accrued in a calendar year. All overtime hours worked in excess of sixty (60) and accrued as compensatory time in a calendar year shall be paid.

- D. 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 Non-FLSA Earned Compensatory Time

- A. Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days' notice or be denied a timely request to take such time off.

Requests for time-off will be approved based on the needs of the service as determined by Management.

- B. With prior approval of departmental management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over one (1) additional calendar year during which it must be taken. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 3. Saving 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 and any contrary language shall be deleted subsequent to the effective date of such action.

Section 4. Compensatory Time Off - INS Parolee Witness Program

A. The parties agree that when an employee is assigned to the Immigration and Naturalization Service Parolee Witness Program and is required to work in excess of forty (40) hours in the work week, said employee will receive compensatory time off, in lieu of pay, at a rate of time and one-half (1 1/2) for each hour worked up to a maximum of 50 hours. Hours worked in excess of 50 shall be compensated as provided in Section 1.

Any compensatory time off not taken by the end of the calendar year following the year it was earned will be paid at the rate of time and one-half the employee's regular rate of pay rather than lost.

Section 5. Compensatory Time Off - Attendance at Non-Mandated Training Programs

The parties agree that when an employee attends non-mandated training programs for the purpose of professional development, and is required to work in excess of forty (40) hours in the work week, said employee shall receive compensatory time off, in lieu of pay, at a rate of time and one-half (1 1/2) for each hour related to non-mandated training programs. An employee may accrue up to a maximum of 60 hours of compensatory time off from attendance at non-mandatory training. Employees must obtain prior Management approval to attend non-mandated training programs in order to receive the compensatory time off.

Section 6. Compensatory Time Off Corridor

The 60-hour compensatory time off corridor in Article 8 Section 1.C. and Section 5 shall run concurrently. No employee shall accrue more than 60 hours of compensatory time off.

ARTICLE 9 EMPLOYEE BENEFITS

Section 1.

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and the Coalition of County Unions, AFL-CIO in effect during the term of this agreement shall apply to employees in the Unit.

The parties agree to recommend jointly to the County's Board of Supervisors that employees shall earn and accrue full-pay sick leave and be paid for unused full-pay sick leave as provided in Article 12 of the Memorandum of Understanding regarding fringe benefits between the County and the Coalition of County Unions, AFL-CIO effective January 1, 2016.

Section 2.

In the event that ALADS (District Attorney Investigators) negotiates additional retirement enhancement formulas during the term of this agreement, the Association of Public Defender Investigators may reopen the Employee Benefits Article to negotiate optional retirement formulas.

Section 3.

For further information regarding fringe benefits, including but not limited to sick leave, vacation leave, bereavement leave and bilingual pay please refer to the Coalition of County Unions MOU.

ARTICLE 10 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definitions

- 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 for each 30 calendar days the employee performs an out-of-class assignment, subject to the conditions described below. This bonus shall not be prorated.

Section 2. Conditions

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

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 unions 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 for each 30 calendar days, from the date of request for relief; he/she performs the out-of-class assignment.

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

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. However, such assignment shall not extend beyond the period of such emergency.

- B. Nothing in this article shall be construed as limiting management's authority to make temporary incidental assignments on higher rated classifications 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 11 BULLETIN BOARDS

Management will furnish adequate bulletin board space to the Association of Public Defender Investigators where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available.

The boards shall be used for the following subjects:

- A. The Association of Public Defender Investigators' recreational, social and related Association of Public Defender Investigators news bulletins;
- B. Scheduled Association of Public Defender Investigators meetings;
- C. Information concerning the Association of Public Defender Investigators elections or the results thereof;
- D. Reports of official business of the Association of Public Defender Investigators including the Association of Public Defender Investigators newsletters, reports of committees or the Board of Directors; and

- E. Any other written material which first has been approved and initialed by the designated representative of the department head. The designated representative must either:

Approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday and legal holidays, from the receipt of the material and the request to post it.

Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

ARTICLE 12 SAFETY AND HEALTH

Section 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. The Association of Public Defender Investigators 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 and/or unhealthy practices, equipment and conditions and to report any such unsafe and/or unhealthy practices or conditions to their immediate supervisors.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or his representative may submit the matter in writing to the local facility Safety Officer or the departmental Safety Officer, if there is no local Safety Officer. The Safety Officer will respond within five (5) working days.

If the employee or his representative is not satisfied with the response of the Safety Officer, the Association of Public Defender Investigators may consult with the Chief of Disability Benefits, Health and Safety Division of the Chief Administrative Office or his designate. A representative of such Branch shall respond to the department head and the Association of Public Defender Investigators within ten (10) days.

If the Association of Public Defender Investigators is not satisfied with the response of the Chief of Disability Benefits, Health and Safety, the issue may be taken within ten (10) days to arbitration as set forth in Article 17. During such ten (10) days, consultation between the department head and the Association of Public Defender Investigators will take place.

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.

Section 3.

Management and the Association of Public Defender Investigators 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.

ARTICLE 13 PERSONNEL POLICIES

Section 1. Absences

Management agrees full-pay sick leave earned in the current calendar year may be used for proper absences, without reference of any kind on performance evaluations or appraisals of promotability.

Section 2.

An employee shall be provided, upon request, with a copy of any materials placed in his personnel file. An employee's personnel file shall be opened for inspection by the employee or by his certified majority representative with the written consent of the employee concerned. It shall be the policy of Management to notify the employee of all adverse material (specifically including any material that would adversely affect the employee's performance evaluation or promotability) placed in his personnel file and to discuss, with the employee, that material upon his request.

Section 3.

Efficiency of performance rating shall be made at least once each year.

Section 4.

The rater and the employee shall meet and discuss the evaluation prior to the inclusion of the evaluation in the employee's personnel file.

ARTICLE 14 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 of 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 manual signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and 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 manual signature and the manual 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 issued more than two (2) years prior removed from his personnel file except as such may be a part of an official permanent record.

ARTICLE 15 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 Director of Personnel and by the department head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any 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 of Public Defender Investigators may have not more than one (1) employee in the Unit on leave of absence to accept employment with the Association of Public Defender Investigators. These leaves are subject to Civil Service Rules.

The employee must have 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 the Association of Public Defender Investigators' 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.

Section 3. Educational Leave

Pursuant to Civil Service Rules and subject to staffing needs of the department, educational leave without pay may be granted upon a permanent employee's written request and presentation of a plan for schooling designed to improve the employee's value to the department and evidence of acceptance by an accredited college or university.

Section 4. Medical Leave

Pursuant to Civil Service Rules, medical leave without pay will be granted for the purpose of recovery from a prolonged illness or injury or to restore health, upon the employee's written request, if, after submission of medical evidence satisfactory to the department head as establishing the employee's medical need, the department head determines that such leave would be in the best interests of the department and the County.

ARTICLE 16 GRIEVANCE COMMITTEEPERSONS

It is agreed and understood by the parties of this Memorandum of Understanding that there shall not be more than two grievance committeepersons within the representation unit as herein defined. The Association of Public Defender Investigators shall give to the Public Defender of the County of Los Angeles a written list of the names of employees selected as grievance committeepersons, which list shall be kept current by the Association of Public Defender Investigators.

The Association of Public Defender Investigators agrees that, whenever an 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. Grievance committee persons, when leaving their work location 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 grievance committeeperson will be informed when time will be made available. Prior to entering other work locations, grievance committeepersons 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 could cause an undue interruption of work. If the employee cannot be made available, the grievance committeeperson will be informed when the employee will be made available.

ARTICLE 17 GRIEVANCE PROCEDURE

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 1. Definitions

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

2. "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 an employee and his immediate supervisor.

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

Section 2. Responsibilities

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

2. The employee will name the specific action complained of and state in sufficient detail the facts and reasons for the complaint and the remedy requested.
3. Departmental management has the responsibility to:
 - A. Respond only to the specific complaint and facts cited in the grievance as originally presented.
 - B. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
 - C. Supply the employee with the necessary information to process his grievance to the proper agency or authority.

Section 3. Waivers and Time Limits

1. 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.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. 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.

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

Section 4. Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation of his written grievance and to represent him 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.
2. A County employee selected as a representative in a grievance is required to obtain the permission of his immediate supervisor to absent himself from his duties to attend a grievance meeting. The employee representative shall give his supervisor reasonable advance notice to ensure that his absence will not unduly interfere with departmental operations.
3. An employee may present his 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 lose his rights because of Management imposed limitations in scheduling meetings.

Section 5. The Parties' Rights and Responsibilities

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

2. 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.

3. Management shall notify the Association of Public Defender Investigators of any grievance involving the terms and conditions of this Memorandum of Understanding.

4. The Association of Public Defender Investigators 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.

5. The Association of Public Defender Investigators representative elects to attend any formal grievance meeting; he must inform departmental management prior to such meeting. The department may also designate a Management representative to be present at such meeting.

6. 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 witness may attend formal grievance hearings on paid County time.

Section 6. Procedures

Step 1. Supervisor

- 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 his knowledge 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 he requests from his departmental management. The employee shall submit two copies to his immediate supervisor and retain the third copy.

- B. Within five (5) business days, the immediate supervisor shall give his decision in writing to the employee on the original copy of the grievance.

Step 2. Middle Management

- A. Within five (5) business days from his 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 his 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

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

- B. Within five (5) 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 five (5) business days from his 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 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 give a written decision and the reasons, therefore, to the employee. However, the department head or designate is not limited to denying a grievance for the 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 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.

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

Section 7. Arbitration

- 1. Within ten (10) days from the receipt of the written decision of the department head, or his designated representative, the Union may request that the grievance be submitted to arbitration as provided for hereinafter.

- 2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding 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 discretion, finds it necessary to

interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator;

- B. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including but not limited to discharges, reductions and discrimination; nor
 - C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Administrative Office or any other County department, agency or commission, unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
 - D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.
3. In the event the Union desires to request that a grievance, which meets the requirements of Paragraph 2 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, which written request shall:

- A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration; and
 - B. Request that said Employee Relations Commission, pursuant to its applicable rules and regulations, appoint an arbitrator for the purpose of conducting arbitration concerning such grievances as provided for herein.
4. 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.

5. Prior to a hearing by an arbitrator, a representative of the County and the Union 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 Union cannot jointly agree on a submission statement, then, at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
7. The decision of the arbitrator shall be binding upon the Union. 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. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

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

Recognition

Purpose

Implementation

Term

Renegotiation

Non-Discrimination

Safety and Health

Payroll Deduction of Dues

Leaves of Absence

Authorized Agents

Provisions of Law

Legal Representation

ARTICLE 18 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 17, 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 the parties. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his discretion, finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator.

 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established

procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination; nor

- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Administrative Office, or any other County department, agency or commission, unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
 - B. The parties agree that 1) No stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel, and 3) there will be no post hearing briefs.

5. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
9. The decision of the arbitrator shall be binding upon the Union to the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

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

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

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Leave of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 19 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between the Association of Public Defender Investigators 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 resolved, the following procedures are agreed upon.

The phrase "significantly large number" shall mean a majority of the employees in the Unit.

- A. Within fifteen (15) business days from the occurrence of the matter on which a complaint is based or within fifteen (15) business days from its knowledge of such an occurrence where the Association of Public Defender Investigators has reason to believe that Management is not correctly interpreting or applying any provision(s) of this Memorandum of Understanding, the Association of Public Defender Investigators 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. Copies shall be sent to the department head involved and to the Chief Administrative Officer. The written Union 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 (10) 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 (5) business days of such meeting, and in the event the matter is not satisfactorily resolved; the Association of Public Defender Investigators 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 head, or the Chief Administrative Officer, or their authorized representative, who have authority to resolve the matter.
- C. Within ten (10) business days after the meeting provided for in (B) above, if the matter is not satisfactorily resolved and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 17, the disagreement may be submitted to arbitration in accordance with these provisions.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedure set forth in Article 17 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 the 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 Procedure set forth in Article 17 hereof.

ARTICLE 20 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, 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 Union fails to exercise good faith in halting the work interruption, the Union 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 21 WORK ACCESS

Authorized Association of Public Defender Investigators representatives will be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on the bulletin board.

The Association of Public Defender Investigators representatives desiring access to a work location hereunder shall state the purpose of his visit and request the department heads or his designates authorization a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice.

The Association of Public Defender Investigators agrees that its representatives will not purposely interfere with operations of department or any facility thereof.

The Association of Public Defender Investigators shall give to each department head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by the Association of Public Defender Investigators. Access to work locations will only be granted to representatives on the current list.

ARTICLE 22 TRAINING ADVISORY COMMITTEE

The parties agree to establish a Training Advisory Committee which will consist of two departmental representatives: one from the Public Defender's Office and one from the Alternate Public Defender's and two employee members of the bargaining unit: one from the Public Defender's Office and one from the Alternate Public Defender's Office. Such committee's primary objective will be to investigate training alternatives and recommend to departmental management that certain selected training augment the management approved list of training programs subject to necessary approval from the Chief Administrative Officer and the Board of Supervisors.

The Department Head, or whomever he/she delegates, will determine the need, kind, amount and timeliness of training to be provided to Public Defender Investigator personnel and which of these personnel will attend approved training programs.

ARTICLE 23 WORK HOURS AND SCHEDULES

Section 1. Assignment of Work Hours and Workweek

The workweek for employees in this unit is 40 hours of work in a seven-consecutive day period as defined by the Management.

Section 2. Work Schedule Changes

Management may direct deviations or changes to an employee's work schedule on a temporary basis during emergency conditions.

Management will authorize deviations or changes to an employee's work schedule when reasonable needs of an individual employee so require and do not conflict with work requirements.

Section 3. Alternative Work Schedules

Employees may request alternative work schedules such as nine (9) day, 80-hour, and two-week schedule. Management will respond to the employee's request. Any changes in existing work schedules will be based on the needs of service as determined by the Management. Employees covered by the Fair Labor Standards Act ("FLSA") will not be placed on alternative work schedules that mandate the payment of overtime under the FLSA.

Section 4. Telework

Alternative working arrangements, such as Telework, is a privilege, not a right.

Telework may be permitted depending on the needs of the operation and at the discretion of management. Employees requesting to telework must have passed probation and submit a written request for management authorization.

ARTICLE 24 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 deductions be made.

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 Union 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 employees in this Unit who have 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 January 15 through February 14 in any year of the contract, by notifying the Union and their termination of Union dues deduction. Such notification shall be in writing and contain the following information: employee name, employee number, job classification, department name and name of Union from which dues deduction 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.

Section 3. Agency Shop Election

If at any time during the term of the Memorandum of Understanding, 30% 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 cost of the election.

If a majority of the employees in the Bargaining Unit who cast ballots, vote in favor of 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, either to join the Union, or 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 not vote in favor of an agency shop fee, the MOU provisions of maintenance of membership set forth 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 Bargaining 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, non-labor charitable fund exempt from taxation under Section 501(c) 3 of the Internal Revenue Service Code.

B. 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 dues, pay sums equal to Agency Shop Fees to a non-religious, non-labor charitable fund exempt

from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such funds shall be paid through payroll deductions to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

C. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Bargaining Unit under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this Memorandum of Understanding.

D. 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 in Chicago Teachers Union, Local No.1, 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.

E. 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, 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 Fees, 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 this Article becomes implemented for current employees, whichever is later.

F. 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. The monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

G. 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 25 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither the Association of Public Defender Investigators 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 26 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of 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, as for example by work furloughs because of lack of work, or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 27 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

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 of Public Defender Investigators 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 the Employee Relations Ordinance and where the Association of Public Defender Investigators 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 within a department in the Unit, or (c) all of the employees within a readily identifiable occupation as Stenographer or Truck Driver.

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 Public Defender Investigators 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 28 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 29 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 Executive Officer or his duly authorized representative (Address: 500 Temple Street, 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 of Public Defender Investigators authorized agent shall be the General Manager or his duly authorized representative (Address: 100 Oceangate, Ste. 1200, Long Beach, CA 90802; Telephone: (562) 433-6983.

ARTICLE 30 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 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 Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption, or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

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

ARTICLE 31 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 Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Department's Request for Proposal is approved by the Chief Administrative Officer, the Labor Relations Office will arrange to meet with representatives of the Union to advise them of this action within five (5) days.

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

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

ARTICLE 32 JOINT LABOR MANAGEMENT COMMITTEE (JLMC)

Section 1.

The parties agree to establish a Joint Labor/Management Committee (JLMC) to meet regarding employee relations matters in accordance with Employee Relations Ordinance 5.04.090.

The purpose of the JLMC is for the County and the Association of Public Defender Investigators to establish a forum for labor and management to regularly meet and jointly discuss issues concerning bargaining unit members.

Section 2.

The JLMC shall consist of four (4) representatives designated by the Association of Public Defender Investigators. Additionally, the County shall designate four (4) management representatives to the committee as well. Upon request of either party, a representative from the Chief Executive Office Employee Relations Division may attend JLMC meetings.

Section 3.

The JLMC shall meet on a quarterly basis. Upon written mutual agreement, the JLMC may meet more frequently. Meetings shall take place during work hours on County paid-time. No overtime or compensatory time will be granted or approved to attend JLMC meetings.

ARTICLE 33 NEW EMPLOYEE ORIENTATION

The Association of Public Defender Investigators (APDI) shall be notified of and participate in new employee orientations on County time for the purpose of providing employees information regarding APDI membership.

New employee orientations shall be consistent with and in accordance with California Assembly Bill (AB) 119.

If at any time a Countywide procedural policy is established concerning the County's implementation of AB 119, the County shall, upon request of the APDI, meet with the APDI to discuss the policy.

ARTICLE 34 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Executive Office.

Within forty five (45) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher-level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.


The additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation

pursuant to this Section and receive the out-of-class bonus pursuant to the Out-of-Class article of this MOU for the same assignment.


The additional compensation provided in this Article shall not constitute a base rate.

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

ASSOCIATION OF PUBLIC
DEFENDER INVESTIGATORS

By 
Maria Rodriguez, President

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 
Sachi A. Hamai
Chief Executive Officer

By 
Vicky L. Barker
City Employees Associates

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS