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DAVID E. JANSSEN
Chief Administrative Officer

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Third District

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Fifth District

February 6, 2007

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

Dear Supervisors:

APPROVAL OF SUCCESSOR TO THE MEMORANDA OF UNDERSTANDING FOR BARGAININING UNIT 621- CUSTODY ASSISTANTS/CORRECTIONS OFFICERS (3-VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the accompanying successor Memoranda of Understanding (MOU) for Custody Assistants/Corrections Officers – Unit 621 represented by the Los Angeles County Professional Peace Officers Association (PPOA) for a three-year term ending on September 30, 2009.

PURPOSE OF THE RECOMMENDED ACTION:

We have concluded negotiations with PPOA and submit for your approval a successor MOU for Unit 621 – Custody Assistants/Corrections Officers for a three-year term ending September 30, 2009. The provisions of the agreement are within the parameters established by your Board.

The agreement provides for general salary increases of:

4% (16 levels) effective December 1, 2006
3% (12 levels) effective January 1, 2008, and
3% (12 levels) effective January 1, 2009.

Employees will receive two additional compensation adjustments (half steps) of 2.75% (11 levels) effective July 1, 2007, and July 1, 2008, after they have been on their top step of the salary range for one year or more. Also, effective July 1, 2007, a three-step

salary range will be implemented for flat-rate classifications with step two and step three at 2.75% (11 levels) increments on July 1, 2007, and July 1, 2008, respectively.

In addition, classifications currently receiving uniform vouchers will be converted to an annual uniform maintenance allowance of $300.00 effective November 1, 2007.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action supports workforce excellence by resolving workplace issues while maintaining financial responsibility.

FISCAL IMPACT:

The County's pension actuary, Buck Consultants, has advised that the proposed salary adjustments exceed LACERA's current assumptions regarding salary inflation and will result in increased actuarial liability. However the salary adjustments granted to these and other County employees over the last three years were below LACERA's actuarial assumptions by amounts that more than offset the impact of these proposed adjustments.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The successor MOU for bargaining unit 621 – Custody Assistants/Corrections Officers has been ratified by the employee organization. The accompanying MOU has been approved as to form by County Counsel.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:JA
PDC:rld

Attachments

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

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
CUSTODY ASSISTANTS/CORRECTIONS OFFICERS

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this day of 6th day of February, 2007,

BY AND BETWEEN

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

AND

LOS ANGELES COUNTY PROFESSIONAL PEACE OFFICERS ASSOCIATION (hereinafter referred to as "PPOA").

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, PPOA was certified on March 30, l973, by County's Employee Relations Commission (Employee Relations Commission Decision No. 6-69) as the majority representative of the County employees in the Custody Assistants/Corrections 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 the classifications listed, and such other classes as may be added to the Unit by the Employee Relations Commission.

Item No.	Classification
0939	Crime Analyst, Sheriff
1641	Civilian Investigator, Sheriff
2450	Public Response Dispatcher I
2451	Public Response Dispatcher II
2452	Public Response Dispatcher Specialist
2453	Supervising Public Response Dispatcher
2460	Communication Operator I, Sheriff
2461	Communication Operator II, Sheriff
2462	Supervising Communication Operator, Sheriff
2744	Court Services Specialist, Sheriff
2745	Law Enforcement Technician
2749	Custody Assistant, Sheriff
2827	Security Assistant, Sheriff
2828	Security Officer, Sheriff

ARTICLE 2 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the 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 and 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.

ARTICLE 3 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 2, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m., on October 1, 2006. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 Midnight on September 30, 2009.

ARTICLE 4 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 May 13, 2009.

Negotiations shall begin no later than June 10, 2009. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by July 29, 2009, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

Within ninety (90) days of the approval of a 2006-09 successor MOU, the Sheriff's Department and PPOA will meet and consult on PPOA recommendations for review of the Custody Assistant classification.

ARTICLE 5 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 6 SALARIES

Section 1. Recommended Salary Adjustment

The parties agree to jointly recommend to the 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
1641	CIVILIAN INVESTIGATOR,SHERIFF	CURRENT		83H	4046.36	5026.55
		12/01/2006		85B	4208.45	5229.00
		07/01/2007	NN	85B	4208.45	5372.36
		01/01/2008	NN	86C	4334.64	5533.45
		07/01/2008	NM	86C	4334.64	5685.36
		01/01/2009	NM	87D	4465.27	5856.64
2460	COMMUNICATION OPERATOR I,SHERIFF	CURRENT		68D	2681.91	3321.55
		12/01/2006		69J	2788.09	3453.18
		07/01/2007	NN	69J	2788.09	3547.09
		01/01/2008	NN	70K	2871.00	3651.55
		07/01/2008	NM	70K	2871.00	3751.64
		01/01/2009	NM	71L	2955.00	3862.73
2461	COMMUNICATION OPERATOR II,SHERIFF	CURRENT		74D	3148.18	3900.64
		12/01/2006		75J	3273.27	4056.27
		07/01/2007	NN	75J	3273.27	4167.45
		01/01/2008	NN	76K	3370.64	4292.09
		07/01/2008	NM	76K	3370.64	4410.36
		01/01/2009	NM	77L	3469.73	4542.91
2744	COURT SERVICES SPECIALIST,SHERIFF	CURRENT		67G	2630.18	3257.45
		12/01/2006		69A	2735.00	3387.00
		07/01/2007	NN	69A	2735.00	3478.00
		01/01/2008	NN	70B	2815.00	3581.73
		07/01/2008	NM	70B	2815.00	3678.18
		01/01/2009	NM	71C	2899.00	3788.55
0939	CRIME ANALYST,SHERIFF	CURRENT		82J	3948.36	4904.00
		12/01/2006		84C	4106.36	5101.45
		07/01/2007	NN	84C	4106.36	5242.00
		01/01/2008	NN	85D	4229.36	5399.09
		07/01/2008	NM	85D	4229.36	5547.18
		01/01/2009	NM	86E	4356.27	5713.73
2749	CUSTODY ASSISTANT,SHERIFF	CURRENT		75A	3210.00	3977.00
		12/01/2006		76F	3337.91	4136.91
		07/01/2007	NN	76F	3337.91	4250.27
		01/01/2008	NN	77G	3436.64	4377.91
		07/01/2008	NM	77G	3436.64	4498.55
		01/01/2009	NM	78H	3538.45	4633.55

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
2745	LAW ENFORCEMENT TECHNICIAN	CURRENT		71E	2913.00	3607.91
		12/01/2006		72K	3028.27	3751.64
		07/01/2007	NN	72K	3028.27	3853.45
		01/01/2008	NN	73L	3117.55	3967.45
		07/01/2008	NM	73L	3117.55	4076.09
		01/01/2009	NM	75A	3210.00	4198.00
2450	PUBLIC RESPONSE DISPATCHER I	CURRENT		71D	2906.00	3599.18
		12/01/2006		72J	3020.91	3742.45
		07/01/2007	NN	72J	3020.91	3844.18
		01/01/2008	NN	73K	3110.09	3957.91
		07/01/2008	NM	73K	3110.09	4066.18
		01/01/2009	NM	74L	3202.27	4187.82
2451	PUBLIC RESPONSE DISPATCHER II	CURRENT		77D	3411.82	4229.36
		12/01/2006		78J	3547.09	4399.55
		07/01/2007	NN	78J	3547.09	4520.73
		01/01/2008	NN	79K	3651.55	4656.27
		07/01/2008	NM	79K	3651.55	4784.55
		01/01/2009	NM	80L	3760.82	4928.00
2452	PUBLIC RESPONSE DISPATCHER SPEC	CURRENT		80C	3687.36	4576.73
		12/01/2006		81H	3834.91	4761.09
		07/01/2007	NN	81H	3834.91	4892.00
		01/01/2008	NN	82J	3948.36	5038.91
		07/01/2008	NM	82J	3948.36	5177.82
		01/01/2009	NM	83K	4066.18	5333.00
2827	SECURITY ASSISTANT,SHERIFF	CURRENT		F		1892.36
		12/01/2006		F		1968.09
		07/01/2007	N5N	48L	1968.09	2022.09
		01/01/2008	N5N	50A	2027.00	2084.00
		07/01/2008	N5M	50A	2027.00	2142.00
		01/01/2009	N5M	51B	2089.27	2207.55
2828	SECURITY OFFICER,SHERIFF	CURRENT		64H	2433.00	3013.55
		12/01/2006		66B	2529.27	3132.73
		07/01/2007	NN	66B	2529.27	3217.91
		01/01/2008	NN	67C	2604.73	3313.36
		07/01/2008	NM	67C	2604.73	3403.55
		01/01/2009	NM	68D	2681.91	3503.91
2462	SUPVG COMMUNICATIONS OPR,SHERIFF	CURRENT		78D	3503.91	4345.45
		12/01/2006		79J	3642.82	4520.73
		07/01/2007	NN	79J	3642.82	4644.91
		01/01/2008	NN	80K	3751.64	4784.55
		07/01/2008	NM	80K	3751.64	4916.00
		01/01/2009	NM	81L	3862.73	5063.64
2453	SUPVG PUBLIC RESPONSE DISPATCHER	CURRENT		81D	3797.82	4714.18
		12/01/2006		82J	3948.36	4904.00
		07/01/2007	NN	82J	3948.36	5038.91
		01/01/2008	NN	83K	4066.18	5190.55
		07/01/2008	NM	83K	4066.18	5333.00
		01/01/2009	NM	84L	4187.82	5492.64

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 (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) 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 Director of Personnel 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 decision shall be processed in accordance with Civil Service Rules.

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

The parties, having jointly reviewed and considered all available salary and wage information and data, agree that the recommended salaries set forth herein were negotiated in good faith and mutually agreed to by the parties. Further, the parties agree that said salaries were negotiated in compliance with Government Code Section 53248 and determined independently of race, gender, age or national origin. It is intended that disputes arising out of the interpretation of this Article shall be subject to the provisions of Article 22, Full Understanding, Modifications, Waiver.

Section 4. Shooting Bonus

The parties agree that employees in this Unit, in the classification of Security Officer, Sheriff, Item 2828, shall continue to receive shooting bonus as follows for the term of the Memorandum of Understanding:

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

The rules for qualifying shall be determined by the Sheriff.

Section 5. Identification

Effective upon implementation of a new departmental identification System, all employees covered under this Unit shall have their County classification title placed on their official departmental identification.

Section 6. Sheriff's Station Jailer Assignment Bonus

Effective October 1, 2000, a Custody Assistant, Sheriff (Item #2749) assigned by Management to a Sheriff's Station Jailer position shall receive an assignment bonus of two (2) standard salary schedules (5.5%). The additional compensation shall begin on the first day the duties are performed and shall end on the day the duties are no longer performed.

Section 7. Assignment of Additional Responsibilities

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two (2) standard salary schedules for the performance of additional responsibilities which are assigned and approved by the Department Head or designated management representatives and approved by the Chief Administrative Office.

The Department shall notify an employee in writing of the approval or denial of his/her written request within ten (10) business days of the approval or denial of the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform for a minimum of 20 days in a three (3) month period all the significant duties of a higher level class for which there is no vacant funded position (in which case, the bonus shall be the lesser of two (2) standard salary schedules or the difference between the two (2) (classes) or be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class, on-site orientation/training or claims of performing the same duties as sworn personnel shall not qualify for this additional compensation.

The additional compensation shall begin on the first day the additional responsibilities are assigned by management 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 qualified 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 County Code 6.10.040.

ARTICLE 7 OVERTIME

Section 1. Compensation for Overtime Worked

Overtime for employees in this Unit who are covered by the Fair Labor Standards Act (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 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 by employees working in the classification of Custody Assistant (Item #2749) 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 non-FLSA compensatory time off (CTO) 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.

4. With Department Head approval, employees in this Unit may elect to work up to eighty (80) hours of FLSA overtime to be used as compensatory time off in lieu of pay. Compensatory time for Custody Assistants is accrued at the rate of one-and one-half (1½) hours for each hour of overtime worked in excess of 43 hours (exclusive of a daily fifteen (15) minute briefing period) in the workweek. Compensatory time for all other employees in the Unit is accrued at the rate of one and one-half (1½) hours for each hour of overtime worked in excess of 40 hours in the workweek. No more than one hundred twenty (120) hours of compensatory time may be accrued by employees in this Unit in a calendar year. All overtime hours in excess of eighty (80) and accrued as compensatory time in a calendar year shall be paid.

Section 2. Usage of Compensatory Time Off

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

2. Accumulated compensatory time off 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 days" mean 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 40 hours which was accumulated in accordance with MOU 621 (1983-85), Section 1 (A).

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

4. Accumulated FLSA compensatory time must be used by the end of the calendar year following the year in which it was earned or it shall be paid.

5. Accrued compensatory time shall be paid prior to any promotions or change in classification.

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. 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 5. Time Of Payment

It is the intent of the parties that overtime worked in one (1) month will be paid in the following month.

Section 6.

Notwithstanding any other provisions of this Memorandum of Understanding:

A. The following provisions shall continue to apply to all overtime accumulated between October 1, 1993 and June 30, 1994, and compensated with compensatory time off:

(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 at the employee's option), such time shall be compensated with time and one-half CTO, subject only to the maximum accumulation of 240 hours or 480 hours for employees working in a public safety activity, an emergency response activity or a seasonal activity as defined by Fair Labor Standards Act regulations.

(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.

B. All overtime worked on or after July 1, 1994, shall be subject to the overtime provisions in effect on September 30, 1993.

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.

ARTICLE 8 SPECIAL PAY PRACTICES

Section 1. Evening and Night Shift Differential

Effective July 1, 1990, evening shift employees shall receive a premium of forty cents ($.40) per hour. The evening shift is a shift at least five-eights of which falls between 4:00 p.m., and 11:00 p.m.

Effective July 1, 1990, night shift employees shall receive a premium of forty cents ($.40) per hour. The night shift is a shift at least five-eights of which falls between the hours of 9:00 p.m. and 8:00 a.m.

Section 2.

Notwithstanding Section 1, employees in the classification of Communication Operator I, Sheriff, Item No. 2460; Communication Operator II, Sheriff, Item No. 2461; Supervising Communication Operator, Sheriff, Item No. 2462 ; Public Response Dispatcher I, Item No. 2450; Public Response Dispatcher II, Item No. 2451; Public Response Dispatcher Specialist, Item No. 2452, and Supervising Public Response Dispatcher, Item No. 2453, shall continue to receive fifty cents ($.50) per hour for Evening and fifty-five cents ($.55) per hour for Night Shift Differential during the term of this Memorandum of Understanding.

Section 3. Call Back

Whenever an employee is unexpectedly ordered by his/her Department Head or designated Management representative to return to work following the termination of his/her normal work shift or normal workweek and departure from his/her work location, the

employee shall receive a minimum payment of four (4) hours' pay at the rate of time and one-half. Work performed in excess of four (4) hours will be compensated for in accordance with provisions of Article 7, Section 1, Compensation for Overtime Worked.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four (4) hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four (4) hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back.

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 who hold status in the classification of Custody Assistant, Sheriff (Item No. 2749), covered by this agreement and employed on November 1, 2006, shall receive a lump sum payment of six hundred dollars ($600) in lieu of the uniform items previously issued and replaced under the 1979-81 Memorandum of Understanding. Such payment shall be made between December 1, 2006, and December 15, 2006, by separate payroll warrant.

Employees who hold status in the classification of Custody Assistant, Sheriff (Item No. 2749), covered by this agreement and employed on November 1, 2007, shall receive a lump sum payment of six hundred dollars ($600) in lieu of the uniform items previously issued and replaced under the 1979-81 Memorandum of Understanding. Such payment shall be made between December 1, 2007, and December 15, 2007, by separate payroll warrant.

Employees who hold status in the classification of Custody Assistant, Sheriff (Item No. 2749), covered by this agreement and employed on November 1, 2008, shall receive a

lump sum payment of six hundred dollars ($600) in lieu of the uniform items previously issued and replaced under the 1979-81 Memorandum of Understanding. Such payment shall be made between December 1, 2005, and December 15, 2005, by separate payroll warrant.

Employees who hold status in the classification of Law Enforcement Technician (Item No. 2745), covered by this agreement and employed on November 1, 2006, shall receive a lump sum payment of three hundred dollars ($300) in lieu of department issued uniforms. Such payment shall be made between December 1, 2006, and December 15, 2006, by separate payroll warrant.

Employees who hold status in the classification of Law Enforcement Technician (Item No. 2745), covered by this agreement and employed on November 1, 2007, shall receive a lump sum payment of three hundred dollars ($300) in lieu of department issued uniforms. Such payment shall be made between December 1, 2007, and December 15, 2007, by separate payroll warrant.

Employees who hold status in the classification of Law Enforcement Technician (Item No. 2745), covered by this agreement and employed on November 1, 2008, shall receive a lump sum payment of three hundred dollars ($300) in lieu of department issued uniforms. Such payment shall be made between December 1, 2008, and December 15, 2008, by separate payroll warrant.

Court Services Specialist (Item No. 2744), Public Response Dispatcher I and II, and Specialist (Item Nos. 2450, 2451 & 2452), Security Assistant (Item No. 2827), Security Officer (Item No. 2828) and Supervising Public Response Dispatcher (Item No. 2453) who receive uniform vouchers, covered by this agreement and employed on November 1, 2007, shall receive a lump sum payment of three hundred dollars ($300) in lieu of department issued uniforms. Such payment shall be made between December 1, 2007, and December 15, 2007, by separate payroll warrant.

Court Services Specialist (Item No. 2744), Public Response Dispatcher I and II, and Specialist (Item Nos. 2450, 2451 & 2452), Security Assistant (Item No. 2827), Security Officer (Item No. 2828) and Supervising Public Response Dispatcher (Item No. 2453), covered by this agreement and employed on November 1, 2008, shall receive a lump sum payment of three hundred dollars ($300) in lieu of department issued uniforms. Such payment shall be made between December 1, 2008, and December 15, 2008, by separate payroll warrant.

These allowances shall not constitute a base rate.

Section 2. Uniform Replacement and Maintenance

Employees working in the classifications of Custody Assistant, Sheriff (Item #2749) and Law Enforcement Technician (Item #2745) 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 uniform.

Section 3. Grooming and Dress Standards

Employees in this Unit shall comply with the grooming and dress standards specified for Deputy personnel in the Sheriff's Department Policy and Procedures Manual.

ARTICLE 10 WORK HOURS AND SCHEDULES

Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days of work per week. Nothing herein shall be construed to modify in any manner whatsoever a workday or workweek as defined by the Fair Labor Standards Act.

Section 1. Lunch and Rest Periods

The Sheriff shall assign each employee to a specific work schedule with designated starting and quitting time for each shift.

Each shift shall include a 30-minute lunch period and two (2) rest periods, one (1) scheduled during each half of the assigned shift.

Employees whose regular shift includes a lunch period shall be paid for such period. Employees whose regular shift is exclusive of such lunch period shall not be paid for such lunch period. If employees are not paid for their lunch period and are required to work during that lunch period, the time spent performing said work shall be considered as time worked for overtime compensation.

Section 2 Emergencies

Nothing herein shall limit the authority of the Sheriff 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 the emergency.

ARTICLE 11 GRIEVANCE PROCEDURE

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" mean 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 exists, 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 the Sheriff's 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 the Employee Relations/Advocacy Services of the Sheriff's Department at the completion of each formal step. A second copy of the original shall 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 not satisfactory, 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

Step 1. 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 designated 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 designated middle management representative shall promptly notify the Sheriff's Employee Relations/Advocacy Services. The third level supervisor or designated 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 or designated management representative shall include the reasons for his/her decision and forward a complete copy of SH-AD-465 to the Employee Relations/Advocacy Services. If the grievant is assigned to a shift which does not enable him/her to meet with the third level supervisor during his/her regular tour of duty, the supervisor's schedule shall be adjusted so as to accommodate the grievant.

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.

Step 2. 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 department employees (employees represented in this bargaining unit or sworn members of the 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 member of SH-AD-465 and affixing his/her signature.

The Review Board shall consist of the employee's Division Chief (who shall act as Chairperson), the Commander in the employee's chain of command, and a maximum of two (2) additional department employees (employees represented in this bargaining unit or sworn members of the 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 each 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 the Sheriff's 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 the Employee Relations/Advocacy Services of the Sheriff's Department, within ten (10) business days of the Review Board meeting, unless a longer period of time has been agreed to by the employee.

The Employee Relations/Advocacy Services of the Sheriff's Department shall coordinate the actions of the Review Board, processing the required documents to the Sheriff or the Sheriff's designated alternate.

The recommended decision by the Review Board, approved by the Sheriff or Sheriff's 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 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 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 Department of Human Resources 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 that 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, with a copy thereof simultaneously transmitted to the Employee Relations/Advocacy Services of the Sheriff's Department 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 (5) 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, only if he/she is represented by PPOA, 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 an 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 the 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

ARTICLE 12 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 6, Arbitration, of Article 11, 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/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 Department of Human Resources, or any other County department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

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

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

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

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

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

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

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

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

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

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

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 13 RIGHTS OF THE MAJORITY REPRESENTATIVE

Management will notify PPOA when an employee individually or an organization other than PPOA presents a formal grievance or seeks to make a presentation on any matter falling within the scope of this Memorandum of Understanding and agrees that PPOA may grieve the resolution of any grievance or any action taken which PPOA contends violates, impairs or modifies this Memorandum of Understanding or which interferes with its rights as a certified organization.

ARTICLE 14 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:

1. PPOA shall furnish a list of representatives to the department head or his/her designated representative. PPOA 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/her representative within a reasonable amount of time prior to an intended visit.

3. PPOA 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 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.

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

6. 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

Within thirty (30) days from the effective date of the Memorandum of Understanding, Management shall provide PPOA with a list of names of all employees in the Unit. Additional lists may be furnished when requested by PPOA no more than four times a year, it being understood that PPOA shall pay to County the cost of preparation of such additional lists at the rate to be determined by County's Auditor-Controller.

Management shall promptly inform each new employee employed in said Unit in writing that PPOA is the certified majority representative of the employees in the Unit.

Section 5. Intra-County Communications

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

Section 6. Bulletin Boards

Management agrees to provide at least one (1) arch-file clipboard for the exclusive use of PPOA in each area or facility employing more than ten (10) employees. PPOA shall have the right to use such arch-file clipboard to post information or materials concerning the following subjects:

A. PPOA recreational, social and related news bulletins;

B. Scheduled PPOA meetings;

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

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

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

Section 7. Payroll Deductions and Dues

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

Section 8. Waiver Of Rights

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

ARTICLE 15 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 (2) 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 (3) 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

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 16 EMPLOYEE RIGHTS IN THE EVENT OF TRANSFER OF FUNCTIONS

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

ARTICLE 17 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memorandum 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.

ARTICLE 18 SAFETY

It is the duty of the Sheriff's Department to make every reasonable effort to provide and maintain a safe place of employment and PPOA will cooperate to that end by encouraging all employees to perform their work in a safe manner. It is the duty of 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 observe unsafe practices, equipment and conditions and to report any such unsafe practices or conditions to their immediate supervisors. If such complaint cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter to his/her PPOA representative, who, in turn, may submit it to the Sheriff or the Sheriff's designate.

ARTICLE 19 TRANSFERS

Section 1. Request Procedure

Employees in Unit 621, who are not covered by other existing transfer policies, shall be transferred by the Sheriff to new units of assignments within the Department in accordance with the following provisions:

A. Unless emergency conditions preclude such notice, a Department-wide broadcast shall be sent out by the appropriate unit of assignment that announces any vacancy the unit of assignment may have in the 621 classifications covered by this transfer article;

B. Eligible employees shall have the right to contact the announcing unit of assignment regarding their request for transfer to any such vacancy;

C. The announcing unit of assignment shall consider all eligible requests for transfers to that vacancy. In considering all requests for transfer, the unit of assignment shall first consider whether each of the applicants to any vacancy meets the required qualifications; the unit of assignment may request the employee to provide two (2) recent performance evaluations and two (2) recent years of time records for selection consideration; and , if all things are equal, the unit of assignment shall give preference to the employee with the greater Department seniority in the classification. In the event two (2) or more employees have equal Department seniority in the

classification, then preference shall be given to the employee living closest to the work location of the new unit of assignment;

D. Notwithstanding the above, the Sheriff or Sheriff's designate may refuse to transfer any employee to a vacant position when he/she determines that such assignment will not be in the best interest of the Sheriff's Department. Any such decision not to approve a transfer request based on this criteria may be appealed to the Sheriff Commander in charge of that Division's personnel. The Sheriff Commander's decision will be final and binding;

E. In the event no qualified employee requests a transfer to a vacant position, the Sheriff may draft the qualified employee with lowest Department seniority in the classification. In the event there are two (2) or more employees having equal Department seniority in the classification, the Department shall draft the employee living closest to the work location of the unit of assignment; and

F. Whenever any employee is transferred to a unit of assignment within the Department, insofar as practical, the employee shall be given at least two (2) weeks' advance notice of the assignment.

The following 621 classifications/positions are covered under this Article:

Civilian Investigator, Sheriff
Communication Operator I, Sheriff
Communication Operator II, Sheriff
Crime Analyst, Sheriff
Law Enforcement Technician
Public Response Dispatcher I
Public Response Dispatcher II
Public Response Dispatcher Specialist
Supervising Public Response Dispatcher
Supervising Communication Operator, Sheriff
Security Officer, Sheriff (not assigned to Court Services Division (CSD))
Security Officer, Sheriff (assigned to CSD, who want to transfer outside of CSD)

The following 621 classifications/positions are not covered under this Article:

Custody Assistant, Sheriff
Security Officer, Sheriff (assigned to CSD and want to transfer within CSD)
Security Assistant, Sheriff
Court Services Specialist, Sheriff

Section 2. Disciplinary Assignments

Assignments and transfers shall not be made for disciplinary purposes.

ARTICLE 20 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 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 of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 22 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 23 AUTHORIZED AGENTS

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

A. Management's principal authorized agent shall be County's Chief Administrative Officer or his/her duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: (213) 974-2404, except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

B. PPOA's principal authorized agent shall be its Chairperson, or his/her duly authorized representative (Address: 1100 Corporate Center Drive, Suite 201, Monterey Park, California 91754-7632; Telephone: (323) 261-3010).

ARTICLE 24 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 25 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP

Section 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deduction be made.

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 by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: Employee name, employee number, job classification, department name and name of Union from which dues deduction are to be canceled.

The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within 10 business days after the close of the withdrawal period.

Section 3. Agency Election

If any time during the term of the this Memorandum of Understanding, thirty (30) percent of the employees represented by this Bargaining Unit sign a petition to request an agency shop agreement, , the Union shall have the right to conduct a secret ballot election at any time of its choosing during the term of this Memorandum of Understanding to determine whether a majority of the employees in the bargaining unit covered by this agreement are in favor of an agency fee agreement 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 result of the election. The Union shall be responsible for the cost of the election.

If a majority of the employees in the Bargaining Unit, who casts ballots, vote in favor of an agency shop fee, the Union shall notify the County of its intent to implement an agency shop agreement. Immediately thereafter, the Union through the Employee Relations Commission 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 employees in the Bargaining Unit, who vote, do not vote in favor of agency shop, the MOU provisions of maintenance of membership set forth in Section 2 shall apply for the term of this MOU.

Section 4.

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

A. Agency Shop Defined

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

B. Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to join or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums

equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such funds shall be collected through payroll deduction and remitted to the Union. The Union shall forward such funds 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 agreement may be rescinded by a majority vote of all the employees represented by this Unit under procedures established by the Employee Relations Commission. In the event such rescission should take place, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this agreement.

D. Union Responsibilities

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the County and to all Unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.

The union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency fee payers to meaningfully challenge the propriety of the use of agency fees as provided for in Chicago Teachers Union Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066b (1986). Such notice and procedures shall be provided to non-member agency fee payers in 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, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of understanding must either join the Union; or pay an Agency Shop Fee to the Union; or execute 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 both the Union and departmental payroll office. If the form is completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of an Agency Shop Fee from the regular pay warrants of such employee.

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

F. Employee Lists

The Auditor-Controller will furnish the Union with a monthly list of employees in the Bargaining Unit. The employee lists shall contain the name, employee number, 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. The employee lists shall be provided to the Union at a costs to be determined by the Auditor-Controller.

Section 5. 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.

APPENDIX A

INDUSTRIAL INJURY LEAVE

Custody Assistants in the Sheriff's Department are entitled to industrial injury leave at full salary for as long as one year following an on-the-job injury.

This benefit is provided for by Section 4850 of the California Labor Code (State law) which provides the same benefit to Deputy Sheriffs.

Labor Code Section 4850 does not provide any presumptions relating to coverage of heart disease, etc. The various presumptions are provided for by other sections of the Labor Code which do not include Custody Assistants as recipients of these presumptions.

It is the present practice of the Sheriff's Department to code industrial injury leave for Custody Assistants as full salary leave under Labor Code Section 4850.

APPENDIX B

COURT TIME FOR EMPLOYEES IN PPOA UNIT 621

Section 1

Pursuant to the procedure established in cooperation with applicable courts, the parties to the PPOA 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 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

Employees who are require 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.

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

APPENDIX C

SICK LEAVE ACCRUAL EXCHANGE

The parties agree to recommend jointly to the County's Board of Supervisors that employees shall earn and accrue full-pay sick leave and be paid for unused full-pay sick leave as provided in Article 12 of the Memorandum of Understanding regarding fringe benefits between the County and the Coalition of County Unions, AFL-CIO, dated December 16, 2003, except as follows:

1. Effective July 1, 2005, employees in this Unit shall be credited with full-pay sick leave days to a maximum of 12 days.

2. 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, 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 the following dates: July 1, 2006; July 1, 2007; and July 1, 2008, in lieu of carrying such days, provided at least 20 days of full-pay sick leave remain to the employees credit after such payment.

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

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.

LOS ANGELES COUNTY
PROFESSIONAL PEACE OFFICERS
ASSOCIATION

BY ROBERT K. STRESSMAN

BY Jared Barragan

BY Karen Lanza

BY Michael Salazar

BY Ron Curtis

BY JAMES BLANKENSHIP

BY MICHAEL NATIVO

BY Linda Benes

BY William M Lee

BY Karen Dooley

BY Jenni Wallace

BY Joe Walsh

BY

BY

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

BY
Chief Administrative Officer

BY Lee Baca
Sheriff, County of Los Angeles

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS