



SACHI A. HAMAI  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

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# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

November 03, 2015

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

5 November 3, 2015

  
PATRICK OZAWA  
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**SUCCESSOR MEMORANDA OF UNDERSTANDING FOR BARGAINING UNITS 601 (FIREFIGHTERS); 602 (SUPERVISORY FIREFIGHTERS); 611 (PEACE OFFICERS); 614 (CRIMINALISTS/FORENSIC ID SPECIALISTS); 621 (CUSTODY ASSISTANTS); 631 (CORONER INVESTIGATORS); 632 (SUPERVISING CORONER INVESTIGATORS); 703 (PROBATION DIRECTORS); 725 (SUPERVISING CHILD SUPPORT OFFICERS); AND 801 (ASSISTANT DEPUTY DISTRICT ATTORNEYS) (ALL DISTRICTS) (4 VOTES)**

### SUBJECT

Approve the successor Memoranda of Understanding (MOUs) for Bargaining Units (BUs) 601 (Fire Fighters); 602 (Supervisory Firefighters); 611 (Peace Officers); 614 (Criminalists/Forensic ID Specialists); 621 (Custody Assistants); 631 (Coroner Investigators); 632 (Supervising Coroner Investigators); 703 (Probation Directors); 725 (Supervising Child Support Officers); and 801 (Assistant Deputy District Attorneys).

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the accompanying successor MOU between the County and Los Angeles County Fire Fighters, Local 1014 for Bargaining Unit 601.
2. Approve the accompanying successor MOU between the County and Los Angeles County Fire Fighters, Local 1014 for Bargaining Unit 602.
3. Approve the accompanying successor MOUs between the County and the Association for Los Angeles Deputy Sheriffs for Bargaining Unit 611.

4. Approve the accompanying successor MOU between the County and the Los Angeles County Professional Peace Officers Association for Bargaining Units 614, 621, 631 and 632.
5. Approve the accompanying successor MOU between the County and Local 1967, American Federation of State, County and Municipal Employees for Bargaining Unit 703.
6. Approve the accompanying successor MOU between the County and Local 1018, American Federation of State, County and Municipal Employees for Bargaining Unit 725.
7. Approve the accompanying successor MOU between the County and the Association for Los Angeles Deputy District Attorneys for Bargaining Unit 801.
8. Instruct the Auditor-Controller to make all payroll system changes necessary to implement the changes in the agreements.
9. 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**

1. To provide the terms and conditions of MOUs 601 and 602 for three (3) years - January 1, 2015, through December 31, 2017;
2. To provide the terms and conditions of MOU 611 for three (3) years - February 1, 2015, through January 31, 2018;
3. To provide the terms and conditions of MOUs 614, 621, 631, 632, 703, 725 and 801 for three (3) years - October 1, 2015, through September 30, 2018;
3. To provide for a salary increase of 10% (40 Levels) over three (3) years, and the continuation of existing bonuses and other compensation for BUs 601, 602, 611, 614, 621, 631, 632, 703, 725, and 801;
4. To provide corresponding salary movement for related non-represented classifications not subject to the provisions of the Management Appraisal and Performance Plan The (MAPP); and
5. To provide for the continuation of the Wellness Program for Bus 601 and 602.

#### **Implementation of Strategic Plan Goals**

The actions recommended in this 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. The County's pension actuary, Buck Consultants, 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 factored into the County budget for FY 2015-2016.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The successor MOUs for Units 601, 602 and 611 establish a new three-year term and provide for a 3% (12 levels) salary increase effective August 1, 2015 for Unit 611; a 3% (12 levels) salary increase effective September 1, 2015 for Units 601 and 602; a 3% (12 levels) salary increase effective July 1, 2016; a 2% (8 levels) salary increase effective July 1, 2017; and a 2% (8 levels) salary increase effective January 1, 2018 for Units 601, 602 and 611. In addition, existing bonuses and other forms of compensation will continue during the term of the MOUs.

The successor MOUs for Units 614, 621, 631, 632, 703, 725 and 801 provide for a 3% (12 levels) salary increase effective October 1, 2015; a 3% (12 levels) salary increase effective October 1, 2016; a 2% (8 levels) salary increase effective October 1, 2017; and a 2% (8 levels) salary increase effective April 1, 2018. 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)**

None.

The Honorable Board of Supervisors  
11/3/2015  
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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sachi A. Hamai".

SACHI A. HAMAI  
Chief Executive Officer

SAH:JJ:RM  
PDC:mlj

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

MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO BOARD OF SUPERVISORS  
REGARDING THE  
FIRE FIGHTERS  
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 3<sup>rd</sup> day of  
November, 2015,

BY AND BETWEEN

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

AND

LOS ANGELES COUNTY FIRE FIGHTERS,  
LOCAL 1014, IAFF, AFL-CIO

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ARTICLE 1      RECOGNITIONSection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Los Angeles County Fire Fighters Local 1014 was certified on August 21, 1969, by County's Employee Relations Commission (Employee Relations Commission File No. R-10-69) as the majority representative of County employees in the Fire Fighters Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission.

Management hereby recognizes Los Angeles County Fire Fighters Local 1014 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 Article 9, Salaries.

Section 2.

Management agrees to recognize Los Angeles County Fire Fighters Local 1014 as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and Local 1014 has shown it has met the requirements of any such new rules.

ARTICLE 2      AFFIRMATIVE ACTION

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.

Management of the Department of Forester & Fire Warden agrees to consult with designated representatives of the Union regarding departmental affirmative action programs. Further, the parties agree that consultation shall take place prior to the implementation of such programs.

ARTICLE 3            DRUG TESTING

Effective July 1, 1991, Fire Fighters serving their first probationary period may be randomly selected for drug testing a maximum of four (4) times during such probationary period.

Management may require employees in the Unit to be tested for drugs based on a reasonable suspicion of impairment on the job.

Testing protocol, the drugs for which testing will be conducted and the cutoff levels for a positive drug test shall be that agreed to between the County and Coalition of County Unions.

It is understood that a positive drug test may result in disciplinary action, including discharge.

Drug testing, as used in this Article, includes alcohol.

ARTICLE 4            MUTUAL COOPERATION

The parties recognize the necessity of cooperating on matters of mutual concern and interest and agree to work together to maximize the effectiveness of the Fire Department and the County and to accomplish legislative and funding goals in their mutual interest.

## ARTICLE 5            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.

ARTICLE 6      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 5, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m., on January 1, 2015. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 Midnight on December 31, 2017.

ARTICLE 7            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 8            RENEGOTIATIONSection 1.            Calendar for Negotiations

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from July 1, 2017, through August 1, 2017, its written request to commence negotiations as well as its full and entire written proposal for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposal, negotiations shall begin thirty (30) days after such receipt or September 1, 2017, whichever is later. An impasse concerning the items under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by October 31, 2017, unless the parties mutually agree to continue negotiations.

## ARTICLE 9            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.

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

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
0199	FIRE FIGHTER(56 HOURS)	CURRENT	NR	87J	4520.73	6608.45
		09/01/2015	NR	88K	4656.27	6806.73
		07/01/2016	NR	89L	4796.27	7010.91
		07/01/2017	NR	90H	4892.00	7150.82
		01/01/2018	NR	91E	4989.45	7293.36
0201	FIRE FIGHTER SPECIALIST(56 HOURS)	CURRENT	N3W	98C	6690.27	7873.09
		09/01/2015	N3W	99D	6891.27	8109.27
		07/01/2016	N3W	100E	7098.18	8352.55
		07/01/2017	N3W	101B	7239.09	8518.27
		01/01/2018	N3W	101K	7383.82	8688.45
0198	FIRE FIGHTER TRAINEE	CURRENT		F		4521.52
		09/01/2015		F		4657.17
		07/01/2016		F		4796.89
		07/01/2017		F		4892.83
		01/01/2018		F		4990.69
0232	FIRE FIGHTING CONST EQUIP OPERATOR	CURRENT	NW	98C	6002.82	7873.09
		09/01/2015	NW	99D	6183.09	8109.27
		07/01/2016	NW	100E	6368.91	8352.55
		07/01/2017	NW	101B	6495.18	8518.27
		01/01/2018	NW	101K	6624.64	8688.45
0196	FIRE SUPPRESSION AID	CURRENT	NW	64K	2445.00	3194.55
		09/01/2015	NW	65L	2517.00	3289.09
		07/01/2016	NW	67A	2592.00	3387.00
		07/01/2017	NW	67J	2642.91	3453.18
		01/01/2018	NW	68F	2695.18	3521.18

0328 FORESTRY ASSISTANT	CURRENT	NR	91H	5026.55	7347.64
	09/01/2015	NR	92J	5177.82	7568.36
	07/01/2016	NR	93K	5333.00	7795.82
	07/01/2017	NR	94G	5439.18	7951.27
	01/01/2018	NR	95D	5547.18	8109.27
0211 PILOT, FIRE SERVICES	CURRENT	NW	106E	7494.18	9828.45
	09/01/2015	NW	107F	7719.45	10124.00
	07/01/2016	NW	108G	7951.27	10428.36
	07/01/2017	NW	109D	8109.27	10636.09
	01/01/2018	NW	110A	8270.00	10847.00
0234 SR FIRE FIGHTING CONST EQUIP OPER	CURRENT	NW	100C	6337.45	8311.27
	09/01/2015	NW	101D	6527.55	8560.82
	07/01/2016	NW	102E	6723.55	8818.27
	07/01/2017	NW	103B	6857.09	8993.45
	01/01/2018	NW	103K	6993.82	9173.09
0197 SENIOR FIRE SUPPRESSION AID	CURRENT	NW	66K	2579.45	3370.64
	09/01/2015	NW	67L	2655.64	3469.73
	07/01/2016	NW	69A	2735.00	3573.00
	07/01/2017	NW	69J	2788.09	3642.82
	01/01/2018	NW	70F	2843.00	3714.91

## 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 days of the employee's request. If said 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 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/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 30 days effective to his/her step advance anniversary date.

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

- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the 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. Additional Compensation-Emergency Medical Technician 1 Certification

Effective April 1, 2005, Unit Members in the classifications listed below shall receive a bonus of 44 standard salary levels:

Fire Fighter  
Fire Fighter Specialist  
Fire Fighting Construction Equipment Operator  
Sr. Fire Fighting Construction Equipment Operator  
Forestry Technician  
Forestry Assistant  
Pilot, Fire Services

Effective September 1, 2015, Unit Members in the classifications listed below that possess EMT 1 Certification as approved by the Department shall receive a bonus of twelve (12) standard salary levels:

Fire Suppression Aid  
Senior Fire Suppression Aid

This bonus shall be considered as wages for all purposes.

#### Section 4. Step Acceleration

##### a. Fire Fighter and Forestry Assistant

Fire Fighters on the first step of the seven step salary range shall advance to the second step of such range upon completion of six (6) months' continuous service on a permanent Fire Fighter item. Fire Fighters who have completed six (6) months' service at the second step of the salary range shall be advanced to the third step of such range and those Fire Fighters who have completed six (6) months' continuous service at the third step of the salary range shall be advanced to the fourth step of such range.

Effective January 1, 1991, employees in the classification of Forestry Assistant shall be entitled to the step acceleration indicated above.

Effective 7/1/06, newly hired/promoted employees in the classifications of Fire Fighter and Forestry Assistance shall receive annual step advances as provided for in Section 2 of this Article.

b. Sr. Fire Suppression Aid and Fire Suppression Aid

Effective 7/1/06, Fire Suppression Aids on the first step of the six step salary range shall advance to the second step of such range upon completion of six (6) months' continuous service on a permanent Fire Suppression Aid item. Fire Suppression Aids who have completed six (6) months' service at the second step of the salary range shall be advanced to the third step of such range and those Fire Suppression Aids who have completed six (6) months' continuous service at the third step of the salary range shall be advanced to the fourth step of such range and those Fire Suppression Aids who have completed six (6) months' continuous service at fourth step of the salary range shall be advanced to the fifth step of such range and those Fire Suppression Aids who have completed six (6) months' continuous service a fifth step of the salary range shall be advanced to the sixth step of such range.

Section 5. Fire Fighter Specialist Entry Level

Entry into the classification of Fire Fighter Specialist shall be at the third step of the salary range.

Section 6. Paramedic Bonus Pay Provision

- a. Employees in the classifications of Fire Fighter and Fire Fighter Specialist who are regularly assigned to a post paramedic position and maintain certification shall receive six (6) standard salary schedules per month and a lump sum of \$400 upon each recertification.

- b. Notwithstanding subsection (a) above, employees in the classification of Fire Fighter Specialist who on June 30, 1991 are entitled to a Paramedic bonus under the provisions of the 1988/90 MOU and meet the eligibility requirements for the bonus during the term of this MOU shall continue to receive such bonus.

Employees assigned to a non-post paramedic position prior to July 1, 1988 shall continue to receive the \$100.00 per month non-post paramedic bonus, provided certification is maintained. Employees assigned to a non-post position on or after July 1, 1988, shall receive a lump sum bonus of \$400.00 upon each recertification. In no event shall an employee receive both the non-post bonus and the lump sum recertification bonus.

#### Section 7. Safety Personnel Bonuses

Effective January 1, 1998, persons assigned to a designated post position or to the Fire Hazardous Material Task Force Coordinator position and certified as required by the Department in:

Air Operations  
 Fire Hazardous Materials Task Force  
 Fire Hazardous Materials Task Force Coordinator  
 Urban Search and Rescue

shall receive a bonus of twenty (20) standard salary levels. These bonuses shall be considered as wages for all purposes.

Section 8.            Catalina Island Assignment

Effective July 1, 1994, employees who are assigned to work on a permanent basis on Catalina Island and who are not provided living quarters, shall be entitled to compensation at a rate four schedules higher than the base rate established by this Article.

Section 9.            Shooting Bonus

Fire fighters assigned as arson investigators shall receive shooting bonus 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.   Wellness/Fitness For Life Bonus

All permanent safety employees in the bargaining unit shall receive a bonus of up to twelve (12) standard salary levels contingent upon successful completion of the Fitness-for-Life! Program as provided for in Appendix A.

Section 11. 56-Hour Personnel 40-Hour Assignment Bonus

Effective September 1, 2015, all Fire Fighter Specialists (56 Hours) who are assigned to a 40-Hour position shall receive a bonus of four (4) standard salary levels.

Effective July 1, 2016, this bonus shall equal ten (10) standard salary levels.

Employees qualifying for the bonus shall continue to receive the bonus as long as they are assigned to the 40-Hour position.

ARTICLE 10      OVERTIMESection 1.      Employees Covered Under 207(k)a.      207 (k) Partial Exemption

The Forester and Fire Warden shall adopt and implement a 207 (k) partial exemption under the Fair Labor Standards Act (hereinafter FLSA) for employees in the Fire Fighter, Pilot and Firefighting Construction Equipment Operator Series. Such employees shall be treated as if covered by FLSA without prejudice to the parties' position regarding exemptions which may be legally available under the FLSA for certain classes in the Unit.

b.      Work Period

The work period for employees regularly assigned to a platoon schedule shall be eight (8) shifts in 24 consecutive days. Each shift shall be 24 hours, (from 8:00 a.m. to 8:00 a.m. the following day).

The work period for employees regularly assigned to a 40-hour schedule who are covered by the 207 (k) partial exemptions shall be 28 consecutive days.

The work period for employees regularly assigned to a 40-hour schedule in the Fire Suppression Camps who are covered by the 207 (k) partial exemptions shall be 7 consecutive days.

c. Definition of Hours Worked

All benefit time, such as holidays, sick leave, vacation, etc., shall be counted as hours worked for overtime purposes. Benefit time is compensated leave time for which an employee does not actually work.

d. Regular Rate of Pay and Hourly Rate of Pay for a Platoon Shift

Effective July 1, 1991, an employee's regular rate of pay for overtime purposes shall include base pay plus all non-discretionary bonuses, e.g. longevity, EMT, post and non-post paramedic, etc.

The regular hourly rate of pay for an employee assigned to platoon duty shall be derived by dividing his/her monthly base pay plus all non-discretionary bonuses by 243.6.

e. Overtime Compensation

(1) Platoon Personnel

- (a) Employees regularly assigned to a platoon schedule shall be compensated at the rate of time and one-half their regular rate of pay for all hours worked in their regular classification and position (i.e. a position which does not involve a different type of work for which different straight-time rates have been established) on a platoon schedule in excess of 182 hours in a 24 consecutive day period.

- (b) If an employee regularly assigned to a platoon schedule, in a single work period, works one or more overtime shifts in his/ her regular classification but in a position(s) with a different type of work for which different straight-time rates have been established, the first 10 hours of overtime (between 182 and 192) shall be compensated in accordance with subparagraph (a) above, and the remaining overtime hours, in excess of 192, shall be compensated by the weighted average method provided under FLSA. That is, the straight-time compensation from the employee's regular scheduled hours of work and from overtime shift(s), if any, in his regular position is added to the straight-time compensation from overtime shift(s) in the different position and the total straight-time compensation is divided by the total number of hours worked. The result is the weighted average hourly rate. The straight-time compensation for the employee's regular scheduled hours of work and overtime shift(s) in his regular position will be based upon the employee's regular rate of pay, as set forth in Section 1, subsection d. above. The straight-time compensation for the overtime shifts in the different position will be based on the established regular rate for the position, including EMT bonus, any bonuses applicable to the position, and longevity bonus, if applicable to the employee. The half-time overtime premium for the extra shifts is derived by multiplying the total number of hours worked in excess of 192 by one-half the weighted average hourly rate.

- (c) If an employee regularly assigned to a platoon schedule in a single work period works down, i.e. works an overtime shift in a lower job classification, overtime for the work-down shift(s) shall be calculated by the rate-in-effect method provided under FLSA. That is, the employee shall be paid time and one-half of the top step, EMT rate of pay (including any bonuses applicable to the position) of the position(s) worked. Overtime worked by the employee in his regular classification will be compensated in accordance with subparagraph (a) above.

(2) 40-Hour Personnel

- (a) Hours worked in regular classification and position on a 40-hour schedule

Employees regularly assigned to a 40-hour schedule shall be compensated at the rate of time and one-half their regular rate of pay for all hours worked in their regular classification on a 40-hour schedule in excess of 160 hours in a 28 consecutive day period.

Employees regularly assigned to a 40-hour schedule in the Fire Suppression Camps shall be compensated at the rate of time and one-half their regular rate of pay for all hours worked in their regular classification on a 40-hour schedule in excess of 40 hours in a 7 consecutive day period.

Employees assigned to a 40-hour work schedule may elect to receive compensatory time off at the straight time rate in lieu of pay for work

performed in excess of 160 hours but less than 212 hours on a 40-hour schedule.

Employees assigned to a 40-hour work schedule in the Fire Suppression Camps may elect to receive compensatory time off at the straight time rate in lieu of pay for work performed in excess of 40 hours but less than 53 hours on a 40-hour schedule.

An employee who elects compensatory time off for such hours worked may take such time off subject to the approval of departmental management. In approving compensatory time off Management will accommodate employee convenience to the degree possible in light of operational requirements.

Accumulated compensatory time off shall remain to the employee's credit until it is taken off at the employee's request, subject to the approval of Management. The Fire Chief may compensate an employee at the employee's straight time rate of pay for accumulated compensatory time off in lieu of retaining it on the books.

(b) Hours worked on a platoon shift(s) in addition to regular 40-hour schedule

If an employee on a 40-hour schedule works a platoon shift(s) in a work period, the employee shall be compensated at the rate of time and one-half the regular rate of pay (including EMT bonus, any

bonuses applicable to the position and longevity bonus, if applicable to the employee) of the position worked for all hours worked on the platoon shift(s) pursuant to Section 1, subsection d. above.

f. Henninger Flats Duty

The provisions of this Article shall not apply to Forestry personnel assigned to extra service as a watchperson at Henninger Flats. Such duty shall be compensated pursuant to County Code Section 6.76.020 (D).

Section 2.            Employees Not Covered Under 207(k)

The parties agree that employees in the Unit who are not covered by the 207 (k) partial exemptions will be paid for all hours worked in excess of 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.

Notwithstanding the above, all benefit time such as holidays, sick leave, vacation, etc., for employees in the Forestry Series shall count as hours worked for overtime purposes.

The Department will pay employees for any overtime worked at a rate of time and one-half (12) his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

Section 3.            Saving Clause

If the Federal Fair Labor Standards Act (FLSA) becomes inapplicable to employees in this Unit, in whole or in part, for any reason, during the term of this agreement or before a successor memorandum of understanding is approved by all parties, such employees shall be compensated for overtime work under the overtime provisions of the 1983-85 Memorandum of Understanding for this Unit, effective on the date the FLSA becomes inapplicable, but no sooner than the date a successor MOU is approved by all parties or impasse procedures on a successor MOU are exhausted, whichever is first.

Section 4.            Management Authority

It is agreed and understood that nothing herein is intended to limit or restrict the authority of Management to require an employee to perform overtime work, and it is further agreed that overtime will be ordered and worked only when it is determined by Management that overtime is required to meet the Department's public service obligations.

Section 5.                    Fair Labor Standards Act (FLSA)

Article 25, Provisions of Law, is applicable to the provisions of this Article and the County remains responsible for complying with all provisions of the FLSA legally applicable to the County. In the event that it is finally determined as to Los Angeles County employees by a court of final competent jurisdiction that, notwithstanding the provisions of this Article, the employees governed by this MOU are entitled to additional compensation under the FLSA, the County agrees to pay all employees entitled to such additional compensation the full amount required by law. The County further agrees to indemnify and to hold harmless Los Angeles County Fire Fighters Local 1014, its officers, agents, and representatives from any liability, including interest, attorneys fees, and costs, found as a consequence in any lawsuit against said Union, officers, agents, or employees that is attributable to a finding that additional compensation required under the FLSA is due the members of said bargaining Unit, or to a finding that additional compensation required under the FLSA is due the members of said bargaining Unit, or to a finding that the adoption or implementation of the provisions of this Article have denied employees in the Unit additional compensation required under FLSA.

ARTICLE 11      UNIFORMS

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

Bargaining Unit employees included in the safety series are eligible for a uniform replacement and maintenance allowance as provided for below. The Department shall issue to non-safety employees in the Unit a single uniform item to replace each item previously issued but considered substandard under Departmental guidelines. Each replacement shirt/blouse, trouser/skirt, jacket and pair of boots will require a purchase authorization approved and signed by Management. In the event a non-safety employee covered by this Article is unable to obtain a regulation uniform from the Department's vendor(s) of record, each employee shall notify the Department and thirty (30) days following such notice the Department shall issue to the employee a voucher equal to the cost the Department pays its regular vendor for the same item(s).

The employee will be responsible for ensuring that uniforms purchased with such vouchers meet specifications including proper identification as determined by the Department. The Department will not be responsible for improperly purchased uniforms and may disallow their use.

Safety series classifications in this Unit are as follows:

Fire Fighting Construction Equipment Operator  
Fire Fighter  
Fire Fighter Specialist  
Fire Suppression Aid (Permanent)  
Forestry Assistant  
Pilot, Fire Services  
Senior Fire Fighting Construction Equipment Operator  
Senior Fire Suppression Aid

Section 1.            Initial Issue of Uniforms Upon Employment

All employees in the bargaining unit shall receive an initial set of uniform items from the Department as provided for in the Fire Department's Manual of Operation.

Section 2.            Uniform Replacement and Maintenance Allowance

Safety employees covered by this agreement and employed on November 1, 2015, shall be entitled to a lump sum payment of one thousand two hundred and fifty dollars (\$1,250) in lieu of the uniform items previously issued and replaced under the 2000-2002 Memorandum of Understanding. Such payment shall be made between December 1, 2015, and December 15, 2015, by separate payroll warrant.

Safety employees covered by this agreement and employed on November 1, 2016, shall be entitled to a lump sum payment of one thousand five hundred dollars (\$1,500) in lieu of the uniform items previously issued and replaced under the 2000-2002 Memorandum of Understanding. Such payment shall be made between December 1, 2016, and December 15, 2016, by separate payroll warrant.

Safety employees covered by this agreement and employed on November 1, 2017, shall be entitled to a lump sum payment of one thousand seven hundred and fifty dollars (\$1,750) in lieu of the uniform items previously issued and replaced under the 2000-2002 Memorandum of Understanding. Such payment shall be made between December 1, 2017, and December 15, 2017, by separate payroll warrant.

This allowance shall not constitute a base rate.

### Section 3. Uniform Replacement and Maintenance

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

## ARTICLE 12      GENERAL PROVISION

### Section 1.      Official Publications, Memorandums, Etc.

The Fire Department agrees to include Local 1014 in its regular delivery route and furnish copies of all official publications, memorandums, etc., that are distributed to all administrative sites, and other non-confidential official publications, memorandums, etc., concerning wages, hours, and working conditions affecting employees in the Unit. It is the intent of the parties that Local 1014 shall receive such information in a timely manner and where feasible, at the same time it is disseminated Department-wide.

### Section 2.      Assignment of Additional Responsibilities

Effective January 1, 1998, any permanent, full-time employee in a non-Safety Class shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities which are assigned or approved by the department Head, and approved by the chief Administrative Officer.

To qualify for this additional compensation, a full-time, permanent employee must either perform all the 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 required of positions typically allocated to the employee=s class. The assignment of additional duties normally performed by incumbents of the employee=s class would not qualify for this additional compensation.

The additional compensation shall begin on the first day the additional responsibilities are performed, and shall end on the day the additional responsibilities are no longer performed. In no event shall an employee receive compensation pursuant to this Section and receive the out of class bonus.

The additional compensation provided in this Article shall not constitute a base rate.

## ARTICLE 13                      EMPLOYEE BENEFITS

### Section 1.    Fringe Benefits

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.

### Section 2.    Vacation and Holiday Time

The Department will continue the practice of not requiring the safety employees in this Unit to take off vacation or holiday time.

#### a.    Vacation Time

Any 56-hour safety Fire Department employee whose sum of current and deferred vacation is in excess of 720 hours on December 31, 2005, will not be paid off for such time; rather, the time will be kept on the books and remain available for use and be subject to payoff at termination if not used. This time is available for use as time off by the employee at his/her option.

Any 40-hour safety Fire Department employee whose sum of current and deferred vacation is in excess of 480 hours on December 31, 2005, will not be paid off for such time; rather, the time will be kept on the books and remain available for use and be subject to payoff at termination if not used. This time is available for use as time off by the employee at his/her option.

Effective December 31, 2005, all 56-hour safety employees will be paid for vacation hours over 480 hours at the end of the calendar year.

Effective December 31, 2005, all 40-hour safety employees will be paid for vacation hours over 320 hours at the end of the calendar year.

County Code Section 6.20.070F.1 does not apply to this subsection.

b. Holiday Time

Any 56-hour safety Fire Department employee who has a holiday balance in excess of 396 hours on December 31, 2005, will not be paid off for such time; rather, the time will be kept on the books and remain available for use and be subject to payoff at termination if not used. This time is available for use by the employee at his/her option.

Any 40-hour safety Fire Department employee who has a holiday balance in excess of 264 hours on December 31, 2005, will not be paid off for such time; rather, the time will be kept on the books and remain available for use and be subject to payoff at termination if not used. The time is available for use by the employee at his/her option.

Effective December 31, 2005, all 56-hour safety employees in this Unit will be paid for all holiday hours over 264 hours at the end of the calendar year.

Effective December 31, 2005, all 40-hour safety employees in this Unit will be paid for all holiday hours over 176 hours at the end of the calendar year.

County Code Section 6.20.070F.1 does not apply to this subsection.

ARTICLE 14      PAYROLL DEDUCTIONS AND DUESSection 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 the 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 employee in this Unit who has authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period of December 15 through December 31, 2015, 2016 and 2017, 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, and job classification from which dues deductions are to be canceled.

Section 3.            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 15            DEMEANOR, STAFFING, TRANSFERS AND WORK SCHEDULES

Section 1.            General

The parties have had a full and complete opportunity to review and to meet and confer with respect to existing practices, procedures, rules and regulations and Manual of Operation provisions regarding staffing procedures, transfer procedures, and work schedules and hours (hereinafter collectively "work rules"), and have agreed to certain modifications of the work rules. The work rules, as so modified, are incorporated herein by reference. The parties agree that they will comply with such work rules during the term of this agreement.

It is understood and agreed that Management has the exclusive right to determine the methods and means of applying and enforcing the Standards of Behavior contained in the Manual of Operations, subject to the rights afforded employees and Local 1014 under federal, state and county law and the provisions of this agreement.

At the request of either party, the parties will meet promptly to discuss proposed changes to the existing work rules in an attempt to reach mutual agreement. In the absence of mutual agreement on any such changes, the existing work rules will remain in full force and effect.

Section 2.                    Transfers (Fire Fighter Series)

- a.        During the term of this agreement, personnel who have been granted transfers or will be granted transfers in accordance with the transfer procedures shall not be held in their previous assignment and shall be allowed to consummate such transfers at the end of a period not to exceed 6 months, except that by mutual agreement of the parties this time period shall be extended.
  
- b.        All personnel promoted shall be required to remain in their assignment for one (1) year and shall have transfer rights thereafter.

Section 3.                    Management Rights

It is understood by the parties that Management retains all of its rights to administer and implement the work rules described in this Article.

Section 4.                    Emergencies

Nothing contained in this Article shall be construed as a change in Management's existing obligation and rights to take appropriate and necessary actions in the fulfillment of the Department's emergency functions.

Section 5.            Administrative Site Decor

It is also understood that Management has the exclusive right to establish and enforce policies with respect to decor at all fire station offices, and business areas of all other facilities, including the display of photographs, pictures, posters and other materials in the interest of promoting efficiency and public confidence in the services provided by the Department.

ARTICLE 16      DISCIPLINARY ACTION

Section 1.      Notice

The department shall notify the Union of all intended and final action regarding disciplinary matters affecting persons covered by this bargaining Unit.

Section 2.      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 17      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 of Departmental rules or regulations or Manual of Operations or concerning working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor. "Business Days" mean calendar days exclusive of Saturdays, Sundays and legal holidays.

### Section 3.      General Provisions

1. Departmental management will inform an employee of any limitation of the department's authority to fully resolve the grievance; and supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

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, but such determinations shall be grievable and subject to review under this grievance procedure.
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 Local 1014. The representative of Local 1014 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.
5. If an employee grievance involves disciplinary action resulting in discharge, reduction or suspension, the aggrieved employee may waive all preliminary steps in the formal grievance procedure and proceed directly to the final step of the grievance procedure.

The aggrieved employee shall submit the grievance procedure form within ten (10) business days from the date of implementation of disciplinary action. If he/she does not appeal the discharge, reduction or suspension, the disciplinary action taken shall be deemed accepted by the employee. The grievance form shall contain the employee's objections to the disciplinary action and the employee's suggestion as to what he/she considers appropriate corrective action.

In those cases where proper written notice of a contemplated discharge, reduction or suspension is served on and discussed with the employee, the grievance procedure shall be considered completed.

6. If the grievance does not involve a discharge, reduction or suspension, but the aggrieved employee definitely believes that his/her grievance cannot be resolved at any grievance step except by the Fire Chief or his designated representative, he/she may, with the concurrence of the concerned supervisors and managers, waive all the intervening steps.

7. To waive the grievance steps, the aggrieved employee must obtain the signature of all levels of supervisors and managers in the signature spaces on the grievance form. In the alternative, if time precludes the previous step, the employee's Deputy Fire Chief may consent to the waiver of any or all steps up to, and including, Deputy Fire Chief, and so note on the grievance form. The aggrieved employee shall also write the word "waived" and sign his/her name in the decision section for both steps and forward the form to the Fire Chief or his designated representative.
8. The grievance form shall be prepared by the employee for the formal grievance process. The Union 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. 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 shall be sent to the Employee Relations Office. A second copy of the original should be retained as the Bureau's record of the grievance discussions. Copies reflecting the outcome of the final step shall be sent to the Personnel Officer and the Bureau's files.

#### 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 fifteen (15) business days from the occurrence of the matter on which a complaint is based, or within fifteen (15) 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.

If the immediate supervisor either fails to reply within five (5) business days or gives an answer which the employee feels is not satisfactory, the employee may initiate the first step of the formal grievance procedure.

#### Section 5.            Formal Procedure

##### First Step (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 fifteen (15) business days from the occurrence or knowledge of the occurrence of a grievable matter if informal discussion has not occurred), the employee shall file a formal written grievance with his/her immediate supervisor. The grievance form shall be completed by the employee describing the problem and the remedy he/she believes is merited.

The immediate supervisor shall promptly notify the Employee Relations Office. The supervisor shall consider available pertinent information and give his/her decision in writing (on the original grievance form) to the employee within ten (10) business days. The supervisor shall include the reasons for his/her decision and forward a complete copy of the grievance form to the Personnel Officer, Personnel Section.

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 ten (10) business days, or if the answer is unsatisfactory in the employee's opinion, the employee may appeal to the next level.

### Intermediate Steps

All intermediate steps shall follow the same procedures as described in the First Step until the grievance has passed through all levels of supervision and management with the exception of the Fire Chief or his designated representative, which shall be the Final Step of this grievance procedure.

The Fire Chief or his designated representative shall meet with the employee at the earliest possible date, evaluate the grievance and afterward determine a course of action. Supervisors of all levels who have previously dealt with the grievance may be called by the Fire Chief or his designated representative to appear at the grievance meeting. Within ten (10) business days from his receipt of the grievance, the Fire Chief or his designated representative shall give a written decision to the employee using the original copy of the grievance.

### 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 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 and which are brought by an employee who was represented by the Union may be submitted to arbitration. 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; nor
  - 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 the Civil Service Commission, including but not limited to discharges, reductions, suspensions, and similar matters within the jurisdiction of said Civil Service Commission; 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; nor

- 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. Notwithstanding anything above, the County will not issue suspensions of five (5) days or less nor issue a performance evaluation rating below competent without just cause. Further, only those grievances on competent or better performance evaluations which meet the guidelines set forth at the Employee Relations Commission meeting on December 19, 1986, shall be subject to arbitration.
3. In the event the Union desires to request a grievance which meets the requirements or Paragraph 2 hereof be submitted to arbitration, it shall, within the time requirements set forth above, send a written request for arbitration to Employee Relations Branch of the Chief Executive Office 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 names from the Employee Relations Commission, 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 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 grievance 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

Affirmative Action

Implementation

Term

Renegotiation

Provisions of Law

ARTICLE 18      GRIEVANCES-GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between Los Angeles County Fire Fighters Local 1014 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.

- A. Where Los Angeles County Fire Fighters Local 1014 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, Los Angeles County Fire Fighters Local 1014 may request in writing, within fifteen (15) business days from the occurrence or knowledge of the matter in dispute, that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matters. Such written request shall set forth the proposed resolution sought.

Within five (5) 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 ten (10) business days of such meeting, and the event the matter is not satisfactorily resolved, the Los Angeles County Fire Fighters Local 1014 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 its Chief Executive Officer or his authorized representative, and any other County department head or his authorized representative who has authority to resolve the matter.
- C. Within (10) business days after the meeting provided in (B) above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 2 of Article 17 the disagreement may be submitted to arbitration in accordance with the provisions of Section 6 of Article 17 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 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 this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees and otherwise processed through the grievance procedures set forth in Article 17 hereof.

ARTICLE 19      EMPLOYEE PAYCHECK ERRORSSection 1.      Underpayments

Management will rectify a \$100 or more underpayment on the employee's payroll warrants within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall promptly forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2.            Overpayments

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

ARTICLE 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 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. The parties recognize the Board of Supervisors' authority to take legislative action necessary to meet their fiscal responsibility.

ARTICLE 21      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 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 Executive 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 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 22      OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding, neither Los Angeles County Fire Fighters Local 1014, 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 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. 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 matter covered herein or 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 the parties hereto, and, if required, approved and implemented by County's Board of Supervisors.
- D. However, nothing contained in this Article shall be construed as giving the County, nor the Fire Department, the right to institute unilateral changes in existing wages, hours, or other terms and conditions of employment during the term of this Memorandum of Agreement.

- E. 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 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 W. Temple Street, Los Angeles, California 90012; Telephone: (213) 974-1715), 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 Fire Fighters' principal authorized agent shall be the President or his duly authorized representative (Address: 3460 Fletcher Avenue, El Monte, California, 91731; telephone: (310) 639-1014).

ARTICLE 25      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 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.

## APPENDIX A

### WELLNESS/FITNESS FOR LIFE PROGRAM

Objective: To enhance individual fitness, aerobic capacity, and wellness.

Requirements to qualify for bonus.

Four standard salary levels:

1. Annually complete 12 hours of Wellness/Fitness-for-Life Continuing Education.
2. Complete a medical evaluation at ages 25, 30, 35, 40, 42, 44, 46, 48, 50 and annually thereafter. The medical evaluation must be completed within birth month, or within two weeks preceding or following the birth month. This testing window may be extended for participants who are ill or injured.

Four additional standard salary levels:

3. Annually complete a physical fitness assessment and achieve the following targets:
  - a) Push-ups: 24 within 60 seconds
  - b) Crunches: 35 within 60 seconds or Plank: Hold for 60 seconds.

Four additional standard salary levels:

4. Annually complete an aerobic test and achieve a VO2 Max as follows:

<u>Age Group</u>	<u>VO2 Max Target</u>
Less than 30 years	40
30-40 years	38
41-50 years	36
More than 50 years	34

Optional Medical Testing:

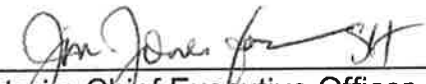
Bargaining unit members may request blood testing every year during their annual scheduled fitness testing.

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  
FIRE FIGHTERS  
LOCAL 1014

By   
President, Fire Fighters Local 1014

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

By   
Interim Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO BOARD OF SUPERVISORS  
REGARDING THE  
SUPERVISORY FIRE FIGHTERS  
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 3<sup>rd</sup> day of  
November, 2015,

BY AND BETWEEN

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

AND

LOS ANGELES COUNTY FIRE FIGHTERS,  
LOCAL 1014, IAFF, AFL-CIO

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ARTICLE 1      RECOGNITIONSection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, Los Angeles County Fire Fighters Local 1014 was certified on August 21, 1969, by County's Employee Relations Commission (Employee Relations Commission File No. R-10-69) as the majority representative of County employees in the Fire Fighters Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission.

Management hereby recognizes Los Angeles County Fire Fighters Local 1014 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 Article 9, Salaries.

Section 2.

Management agrees to recognize Los Angeles County Fire Fighters Local 1014 as the exclusive representative of the employees in said Unit when County rules, regulations, or laws are amended and Local 1014 has shown it has met the requirements of any such new rules.

ARTICLE 2      AFFIRMATIVE ACTION

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.

Management of the Department of Forester & Fire Warden agrees to consult with designated representatives of the Union regarding departmental affirmative action programs. Further, the parties agree that consultation shall take place prior to the implementation of such programs.

ARTICLE 3            DRUG TESTING

Effective July 1, 1991, Fire Fighters serving their first probationary period may be randomly selected for drug testing a maximum of four (4) times during such probationary period.

Management may require employees in the Unit to be tested for drugs based on a reasonable suspicion of impairment on the job.

Testing protocol, the drugs for which testing will be conducted and the cutoff levels for a positive drug test shall be that agreed to between the County and Coalition of County Unions.

It is understood that a positive drug test may result in disciplinary action, including discharge.

Drug testing, as used in this Article, includes alcohol.

ARTICLE 4            MUTUAL COOPERATION

The parties recognize the necessity of cooperating on matters of mutual concern and interest and agree to work together to maximize the effectiveness of the Fire Department and the County and to accomplish legislative and funding goals in their mutual interest.

ARTICLE 5            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.

ARTICLE 6      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 5, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m., on January 1, 2015. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 Midnight on December 31, 2017.

ARTICLE 7            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 8            RENEGOTIATIONSection 1.            Calendar for Negotiations

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from July 1, 2017, through August 1, 2017, its written request to commence negotiations as well as its full and entire written proposal for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposal, negotiations shall begin thirty (30) days after such receipt or September 1, 2017, whichever is later. An impasse concerning the items under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by October 31, 2017, unless the parties mutually agree to continue negotiations.

## ARTICLE 9            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.

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

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
0331	DEPUTY FORESTER	CURRENT	NR	95L	5643.27	8249.91
		09/01/2015	NR	97A	5813.00	8497.00
		07/01/2016	NR	98B	5987.91	8752.82
		07/01/2017	NR	98K	6107.18	8927.36
		01/01/2018	NR	99G	6229.18	9105.73
0205	FIRE CAPTAIN(56 HOURS)	CURRENT	N3W	104E	7912.18	9310.00
		09/01/2015	N3W	105F	8149.45	9589.18
		07/01/2016	N3W	106G	8393.82	9877.18
		07/01/2017	N3W	107D	8560.82	10074.00
		01/01/2018	N3W	108A	8731.00	10274.00
0213	SENIOR PILOT, FIRE SERVICES	CURRENT	NW	109L	8249.91	10820.64
		09/01/2015	NW	111A	8497.00	11145.00
		07/01/2016	NW	112B	8752.82	11479.64
		07/01/2017	NW	112K	8927.36	11708.73
		01/01/2018	NW	113G	9105.73	11942.18
0236	SUPVG FIRE FIGHTING CONST EQP OPER	CURRENT	NW	104E	7098.18	9310.00
		09/01/2015	NW	105F	7311.45	9589.18
		07/01/2016	NW	106G	7531.27	9877.18
		07/01/2017	NW	107D	7681.27	10074.00
		01/01/2018	NW	108A	7834.00	10274.00

Employees covered by this agreement shall receive by separate payroll warrant a one-time only, lump sum payment of two thousand five hundred dollars (\$2,500) effective March 1, 2005.

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 days of the employee's request. If said 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 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/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 30 days effective to his/her step advance anniversary date.
- (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the 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.            Additional Compensation-Emergency Medical Technician 1

Certification

Effective April 1, 2005, Unit Members in the classifications listed below shall receive a bonus of 44 standard salary levels:

Fire Captain  
 Senior Pilot, Fire Services  
 Supervising Fire Fighting Construction Equipment Operator  
 Deputy Forester

This bonus shall be considered as wages for all purposes.

Section 4.            Step Acceleration

a.     Effective July 1, 2006, newly hired/promoted employees in the classification of Deputy Forester shall receive annual step advances as provided for in Section 2 of this article.

b.     Fire Dispatchers

Full-time employees in the classification of Supervising Fire Dispatcher shall advance to the second step of the range of that class upon completion of six months of continuous service in said class.

Section 5.                    Paramedic Bonus Pay Provision

- a.       Employees in the classification of Fire Captain who are regularly assigned to a post paramedic position and maintain certification shall receive six (6) standard salary schedules per month and a lump sum of \$400 upon each recertification.
  
- b.       Notwithstanding subsection (a) above, employees in the classification of Fire Captain who on June 30, 1991 are entitled to a paramedic bonus under the provisions of the 1988/90 MOU and meet the eligibility requirements for the bonus during the term of this MOU shall continue to receive such bonus.
  
- c.       Employees assigned to a non-post paramedic position prior to July 1, 1988, shall continue to receive the \$100.00 per month non-post paramedic bonus, provided certification is maintained. Employees assigned to a non-post position on or after July 1, 1988, shall receive a lump sum bonus of \$400.00 upon each recertification. In no event shall an employee receive both the non-post bonus and the lump sum recertification bonus.

Section 6.                    Safety Personnel Bonuses

Persons assigned to a designated post position or to the Fire Hazardous Materials Task Force Coordinator position and certified as required by the Department in the following:

Air Operations  
 Fire Hazardous Materials Task Force  
 Fire Hazardous Materials Task Force Coordinator  
 Urban Search and Rescue  
 Urban Search and Rescue Coordinator  
 Paramedic Coordinator/EMS Captain

Shall receive a bonus of twenty (20) standard salary levels.

These bonuses shall be considered as wages for all purposes.

Section 7.                    Shooting Bonus

The Fire Captain assigned as an arson investigator shall receive shooting bonus 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 8.                    Wellness/Fitness for Life Bonus

All permanent safety employees in the bargaining unit shall receive a bonus of up to twelve (12) standard salary levels contingent upon successful completion of the Fitness-for-Life! Program as provided for in Appendix A.

Section 9. 56-Hour Personnel 40-Hour Assignment Bonus

Effective September 1, 2015, all Fire Captains (56 Hours) who are assigned to a 40-Hour position shall receive a bonus of four (4) standard salary levels.

Effective July 1, 2016, this bonus shall equal ten (10) standard salary levels.

Employees qualifying for the bonus shall continue to receive the bonus as long as they are assigned to the 40-Hour position.

## ARTICLE 10      OVERTIME

### Section 1. Employees Covered Under 207 (k)

#### a. 207 (k) Partial Exemption

The Forester and Fire Warden shall adopt and implement a 207 (k) partial exemption under the Fair Labor Standards Act (hereinafter FLSA) for employees in the Fire Fighter, Pilot and Firefighting Construction Equipment Operator Series. Such employees shall be treated as if covered by FLSA without prejudice to the parties' position regarding exemptions which may be legally available under the FLSA for certain classes in the Unit.

#### b. Work Period

The work period for employees regularly assigned to a platoon schedule shall be eight (8) shifts in 24 consecutive days. Each shift shall be 24 hours, (from 8:00 a.m. to 8:00 a.m. the following day).

The work period for employees regularly assigned to a 40-hour schedule who are covered by the 207 (k) partial exemptions shall be 28 consecutive days.

The work period for employees regularly assigned to a 40-hour schedule in the Fire Suppression Camps who are covered by the 207 (k) partial exemptions shall be 7 consecutive days.

#### c. Definition of Hours Worked

All benefit time, such as holidays, sick leave, vacation, etc., shall be counted as hours worked for overtime purposes. Benefit time is compensated leave time for which an employee does not actually work.

d. Regular Rate of Pay and Hourly Rate of Pay For a Platoon Shift

Effective July 1, 1991, an employee's regular rate of pay for overtime purposes shall include base pay plus all non-discretionary bonuses, e.g. longevity, EMT, post and non-post paramedic, etc.

The regular hourly rate of pay for an employee assigned to platoon duty shall be derived by dividing his/her monthly base pay plus all non-discretionary bonuses by 243.6.

e. Overtime Compensation

(1) Platoon Personnel

- (a) Employees regularly assigned to a platoon schedule shall be compensated at the rate of time and one-half their regular rate of pay for all hours worked in their regular classification and position (i.e. a position which does not involve a different type of work for which different straight-time rates have been established) on a platoon schedule in excess of 182 hours in a 24 consecutive day period.
- (b) If an employee regularly assigned to a platoon schedule, in a single work period, works one or more overtime shifts in his/her regular classification, but in a position(s) with a different type of work for which different straight-time rates have been established, the first 10 hours of overtime (between 182 and 192) shall be compensated in accordance with subparagraph (a) above, and the remaining overtime hours, in excess of

192 shall be compensated by the weighted average method provided under FLSA. That is, the straight-time compensation from the employee's regular scheduled hours of work and from overtime shift(s), if any, in his regular position is added to the straight-time compensation from overtime shift(s) in the different position and the total straight-time compensation is divided by the total number of hours worked. The result is the weighted average hourly rate. The straight-time compensation for the employee's regular scheduled hours of work and overtime shift(s) in his regular position will be based upon the employee's regular rate of pay, as set forth in Section 1, subsection d. above. The straight-time compensation for the overtime shifts in the different position will be based on the established regular rate for the position, including EMT bonus, any bonuses applicable to the position, and longevity bonus, if applicable to the employee. The half-time overtime premium for the extra shifts is derived by multiplying the total number of hours worked in excess of 192 by one-half the weighted average hourly rate.

- (c) If an employee regularly assigned to a platoon schedule in a single work period works down, i.e. works an overtime shift in a lower job classification, overtime for the work-down shift(s) shall be calculated by the rate-in-effect method provided under FLSA. That is, the employee shall be paid time and one-half of the top step, EMT rate of pay (including any bonuses applicable to the position) of the

position(s) worked. Overtime worked by the employee in his regular classification will be compensated in accordance with subparagraph (a) above.

(2) 40-Hour Personnel

(a) Hours worked in regular classification and position on a 40-hour schedule

Employees regularly assigned to a 40-hour schedule shall be compensated at the rate of time and one-half their regular rate of pay for all hours worked in their regular classification on a 40-hour schedule in excess of 160 hours in a 28 consecutive day period.

Employees regularly assigned to a 40-hour schedule in the Fire Suppression Camps shall be compensated at the rate of time and one-half their regular rate of pay for all hours worked in their regular classification on a 40-hour schedule in excess of 40 hours in a 7 consecutive day period.

Employees assigned to a 40-hour work schedule may elect to receive compensatory time off at the straight time rate in lieu of pay for work performed in excess of 160 hours but less than 212 hours on a 40-hour schedule.

Employees assigned to a 40-hour work schedule in the Fire Suppression Camps may elect to receive compensatory time off at the straight time rate in lieu of pay for work performed in excess of 40 hours but less than 53 hours on a 40-hour schedule.

An employee who elects compensatory time off for such hours worked may take such time off subject to the approval of departmental Management. In approving compensatory time off Management will accommodate employee convenience to the degree possible in light of operational requirements.

Accumulated compensatory time off shall remain to the employee's credit until it is taken off at the employee's request, subject to the approval of Management. The Fire Chief may compensate an employee at the employee's straight time rate of pay for accumulated compensatory time off in lieu of retaining it on the books.

(b) Hours worked on a platoon shift(s) in addition to regular 40-hour schedule

If an employee on a 40-hour schedule works a platoon shift(s) in a work period, the employee shall be compensated at the rate of time and one-half the regular rate of pay (including EMT bonus, any bonuses applicable to the position and longevity bonus, if applicable to the employee) of the position worked for all hours worked on the platoon shift(s) pursuant to Section 1, subsection d. above.

f. Henninger Flats Duty

The provisions of this Article shall not apply to Forestry personnel assigned to extra service as a watchperson at Henninger Flats. Such duty shall be compensated pursuant to County Code Section 6.76.020 (D).

## Section 2.                    Employees Not Covered Under 207 (k)

The parties agree that employees in the Unit who are not covered by the 207 (k) partial exemption will be paid for all hours worked in excess of 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.

Notwithstanding the above, all benefit time such as holidays, sick leave, vacation, etc., for employees in the Forestry Series shall count as hours worked for overtime purposes.

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

## Section 3.                    Saving Clause

If the Federal Fair Labor Standards Act (FLSA) becomes inapplicable to employees in this Unit, in whole or in part, for any reason, during the term of this agreement or before a successor memorandum of understanding is approved by all parties, such employees shall be compensated for overtime work under the overtime provisions of the 1983-85 Memorandum of Understanding for this Unit, effective on the date the FLSA becomes inapplicable, but no sooner than the date a successor MOU is approved by all parties or impasse procedures on a successor MOU are exhausted, whichever is first.

Section 4.                    Management Authority

It is agreed and understood that nothing herein is intended to limit or restrict the authority of Management to require an employee to perform overtime work, and it is further agreed that overtime will be ordered and worked only when it is determined by Management that overtime is required to meet the Department's public service obligations.

Section 5.                    Fair Labor Standards Act (FLSA)

Article 25, Provisions of Law, is applicable to the provisions of this Article and the County remains responsible for complying with all provisions of the FLSA legally applicable to the County. In the event that it is finally determined as to Los Angeles County employees by a court of final competent jurisdiction that, notwithstanding the provisions of this Article, the employees governed by this MOU are entitled to additional compensation under the FLSA, the County agrees to pay all employees entitled to such additional compensation the full amount required by law. The County further agrees to indemnify and to hold harmless Los Angeles County Fire Fighters Local 1014, its officers, agents, and representatives from any liability, including interest, attorney's fees, and costs, found as a consequence in any lawsuit against said Union, officers, agents, or employees that is attributable to a finding that additional compensation required under the FLSA is due the members of said bargaining Unit, or to a finding that additional compensation required under the FLSA is due the members of said bargaining Unit, or to a finding that the adoption or implementation of the provisions of this Article have denied employees in the Unit additional compensation required under FLSA.

ARTICLE 11      UNIFORMS

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

Bargaining Unit employees included in the safety series are eligible for a uniform replacement and maintenance allowance as provided for below. The Department shall issue to non-safety employees in the Unit a single uniform item to replace each item previously issued but considered substandard under Departmental guidelines. Each replacement shirt/blouse, trouser/skirt, jacket and pair of boots will require a purchase authorization approved and signed by Management.

In the event a non-safety employee covered by this Article is unable to obtain a regulation uniform from the Department's vendor(s) of record, each employee shall notify the Department and thirty (30) days following such notice the Department shall issue to the employee a voucher equal to the cost the Department pays its regular vendor for the same item(s).

The employee will be responsible for ensuring that uniforms purchased with such vouchers meet specifications including proper identification as determined by the Department. The Department will not be responsible for improperly purchased uniforms and may disallow their use.

Safety series classifications in this Unit are as follows:

Deputy Forester

Fire Captain

Senior Pilot, Fire Services

Supervising Fire Fighting Construction Equipment Operator

Section 1.            Initial Issue of Uniforms Upon Employment

All employees in the bargaining unit shall receive an initial set of uniform items from the Department as provided for in the Fire Department's Manual of Operation.

Section 2.            Uniform Replacement and Maintenance Allowance

Safety employees covered by this agreement and employed on November 1, 2015, shall be entitled to a lump sum payment of one thousand two hundred and fifty dollars (\$1,250) in lieu of the uniform items previously issued and replaced under the 2000-2002 Memorandum of Understanding. Such payment shall be made between December 1, 2015 and December 15, 2015, by separate payroll warrant.

Safety employees covered by this agreement and employed on November 1, 2016, shall be entitled to a lump sum payment of one thousand five hundred dollars (\$1,500) in lieu of the uniform items previously issued and replaced under the 2000-2002 Memorandum of Understanding. Such payment shall be made between December 1, 2016, and December 15, 2016, by separate payroll warrant.

Safety employees covered by this agreement and employed on November 1, 2017, shall be entitled to a lump sum payment of one thousand seven hundred and fifty dollars (\$1,750) in lieu of the uniform items previously issued and replaced under the 2000-2002 Memorandum of Understanding. Such payment shall be made between December 1, 2017, and December 15, 2017, by separate payroll warrant.

This allowance shall not constitute a base rate.

Section 3.            Uniform Replacement and Maintenance

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

ARTICLE 12      GENERAL PROVISIONSection 1.      Official Publications, Memorandums, Etc.

The Fire Department agrees to include Local 1014 in its regular delivery route and furnish copies of all official publications, memorandums, etc., that are distributed to all administrative sites, and other non-confidential official publications, memorandums, etc., concerning wages, hours, and working conditions affecting employees in the Unit. It is the intent of the parties that Local 1014 shall receive such information in a timely manner and where feasible, at the same time it is disseminated Department-wide.

Section 2.      Assignment of Additional Responsibilities

Effective January 1, 1998, any permanent, full-time employee in a non-Safety Class shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities which are assigned or approved by the department Head, and approved by the chief Administrative Officer.

To qualify for this additional compensation, a full-time, permanent employee must either perform all the 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 required of positions typically allocated to the employee=s class. The assignment of additional duties normally performed by incumbents of the employee=s class would not qualify for this additional compensation.

The additional compensation shall begin on the first day the additional responsibilities are performed, and shall end on the day the additional responsibilities are no longer performed. In no event shall an employee receive compensation pursuant to this Section and receive the out of class bonus.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 13      EMPLOYEE BENEFITSSection 1.      Fringe Benefits

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.

Section 2.      Vacation and Holiday Time

The Department will continue the practice of not requiring the safety employees in this Unit to take off vacation or holiday time.

a.      Vacation Time

Any 56-hour safety Fire Department employee whose sum of current and deferred vacation is in excess of 720 hours on December 31, 2005, will not be paid off for such time; rather, the time will be kept on the books and remain available for use and be subject to payoff at termination if not used. This time is available for use as time off by the employee at his/her option.

Any 40-hour safety Fire Department employee whose sum of current and deferred vacation is in excess of 480 hours on December 31, 2005, will not be paid off for such time; rather, the time will be kept on the books and remain available for use and be subject to payoff at termination if not used. This time is available for use as time off by the employee at his/her option.

Effective December 31, 2005, all 56-hour safety employees will be paid for vacation hours over 480 hours at the end of the calendar year.

Effective December 31, 2005, all 40-hour safety employees will be paid for vacation hours over 320 hours at the end of the calendar year.

County Code Section 6.20.070F.1 does not apply to this subsection.

b. Holiday Time

Any 56-hour safety Fire Department employee who has a holiday balance in excess of 396 hours on December 31, 2005, will not be paid off for such time; rather, the time will be kept on the books and remain available for use and be subject to payoff at termination if not used. This time is available for use by the employee at his/her option.

Any 40-hour safety Fire Department employee who has a holiday balance in excess of 264 hours on December 31, 2005, will not be paid off for such time; rather, the time will be kept on the books and remain available for use and be subject to payoff at termination if not used. This time is available for use by the employee at his/her option.

Effective December 31, 2005, all 56-hour safety employees in this Unit will be paid for all holiday hours over 264 hours at the end of the calendar year.

Effective December 31, 2005, all 40-hour safety employees in this Unit will be paid for all holiday hours over 176 hours at the end of the calendar year.

County Code Section 6.20.070F.1 does not apply to this subsection.

ARTICLE 14            PAYROLL DEDUCTIONS AND DUESSection 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 the 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 employee in this Unit who has authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period of December 15 through December 31, 2015, 2016, and 2017 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, and job classification from which dues deductions are to be canceled.

Section 3.            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 15      DEMEANOR, STAFFING, TRANSFERS, AND WORK SCHEDULESSection 1.      General

The parties have had a full and complete opportunity to review and to meet and confer with respect to existing practices, procedures, rules and regulations and Manual of Operation provisions regarding staffing procedures, transfer procedures, and work schedules and hours (hereinafter collectively "work rules"), and have agreed to certain modifications of the work rules. The work rules, as so modified, are incorporated herein by reference. The parties agree that they will comply with such work rules during the term of this agreement.

It is understood and agreed that Management has the exclusive right to determine the methods and means of applying and enforcing the Standards of Behavior contained in the Manual of Operations, subject to the rights afforded employees and Local 1014 under federal, state and county law and the provisions of this agreement.

At the request of either party, the parties will meet promptly to discuss proposed changes to the existing work rules in an attempt to reach mutual agreement. In the absence of mutual agreement on any such changes, the existing work rules will remain in full force and effect.

Section 2.            Transfers (Fire Fighter Series)

- a.        During the term of this agreement, personnel who have been granted transfers or will be granted transfers in accordance with the transfer procedures shall not be held in their previous assignment and shall be allowed to consummate such transfers at the end of a period not to exceed 6 months, except that by mutual agreement of the parties this time period shall be extended.
- b.        All personnel promoted shall be required to remain in their assignment for one (1) year and shall have transfer rights thereafter.

Section 3.            Management Rights

It is understood by the parties that Management retains all of its rights to administer and implement the work rules described in this Article.

Section 4.            Emergencies

Nothing contained in this Article shall be construed as a change in Management's existing obligation and rights to take appropriate and necessary actions in the fulfillment of the Department's emergency functions.

Section 5.            Administrative Site Decor

It is also understood that Management has the exclusive right to establish and enforce policies with respect to decor at all fire station offices, and business areas of all other facilities, including the display of photographs, pictures, posters and other materials in the interest of promoting efficiency and public confidence in the services provided by the Department.

ARTICLE 16            DISCIPLINARY ACTION

Section 1.            Notice

The department shall notify the Union of all intended and final action regarding disciplinary matters affecting persons covered by this bargaining Unit.

Section 2.            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 17            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 of Departmental rules or regulations or Manual of Operations or concerning working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor. "Business Days" mean calendar days exclusive of Saturdays, Sundays and legal holidays.

### Section 3.            General Provisions

1. Departmental management will inform an employee of any limitation of the department's authority to fully resolve the grievance; and supply the employee with the necessary information to process his/her grievance to the proper agency or authority.
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, but such determinations shall be grievable and subject to review under this grievance procedure.
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 Local 1014. The representative of Local 1014 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.
5. If an employee grievance involves disciplinary action resulting in discharge, reduction or suspension, the aggrieved employee may waive all preliminary steps in the formal grievance procedure and proceed directly to the final step of the grievance procedure.

The aggrieved employee shall submit the grievance procedure form within ten (10) business days from the date of implementation of disciplinary action. If he/she does not appeal the discharge, reduction or suspension, the disciplinary action taken shall be deemed accepted by the employee. The grievance form shall contain the

employee's objections to the disciplinary action and the employee's suggestion as to what he/she considers appropriate corrective action.

In those cases where proper written notice of a contemplated discharge, reduction or suspension is served on and discussed with the employee, the grievance procedure shall be considered completed.

6. If the grievance does not involve a discharge, reduction or suspension, but the aggrieved employee definitely believes that his/her grievance cannot be resolved at any grievance step except by the Fire Chief or his designated representative, he/she may, with the concurrence of the concerned supervisors and managers, waive all the intervening steps.
7. To waive the grievance steps, the aggrieved employee must obtain the signature of all levels of supervisors and managers in the signature spaces on the grievance form. In the alternative, if time precludes the previous step, the employee's Deputy Fire Chief may consent to the waiver of any or all steps up to, and including, Deputy Fire Chief, and so note on the grievance form. The aggrieved employee shall also write the word "waived" and sign his/her name in the decision section for both steps and forward the form to the Fire Chief or his designated representative.

8. The grievance form shall be prepared by the employee for the formal grievance process. The Union 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. 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 shall be sent to the Employee Relations Office. A second copy of the original should be retained as the Bureau's record of the grievance discussions. Copies reflecting the outcome of the final step shall be sent to the Personnel Officer and the Bureau's files.

#### 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 fifteen (15) business days from the occurrence of the matter on which a complaint is based, or within fifteen (15) 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.

If the immediate supervisor either fails to reply within five (5) business days or gives an answer which the employee feels is not satisfactory, the employee may initiate the first step of the formal grievance procedure.

## Section 5.            Formal Procedure

### First Step (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 fifteen (15) business days from the occurrence or knowledge of the occurrence of a grievable matter if informal discussion has not occurred), the employee shall file a formal written grievance with his/her immediate supervisor. The grievance form shall be completed by the employee describing the problem and the remedy he/she believes is merited.

The immediate supervisor shall promptly notify the Employee Relations Office. The supervisor shall consider available pertinent information and give his/her decision in writing (on the original grievance form) to the employee within ten (10) business days. The supervisor shall include the reasons for his/her decision and forward a complete copy of the grievance form to the Personnel Officer, Personnel Section.

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 ten (10) business days, or if the answer is unsatisfactory in the employee's opinion, the employee may appeal to the next level.

Intermediate Steps All intermediate steps shall follow the same procedures as described in the First Step until the grievance has passed through all levels of supervision and management with the exception of the Fire Chief or his designated representative, which shall be the Final Step of this grievance procedure.

The Fire Chief or his designated representative shall meet with the employee at the earliest possible date, evaluate the grievance and afterward determine a course of action. Supervisors of all levels who have previously dealt with the grievance may be called by the Fire Chief or his designated representative to appear at the grievance meeting. Within ten (10) business days from his receipt of the grievance, the Fire Chief or his designated representative shall give a written decision to the employee using the original copy of the grievance.

#### 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 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 and which are brought by an employee who was represented by the Union may be submitted to arbitration. 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; nor
- 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 the Civil Service Commission, including but not limited to discharges, reductions, suspensions, and similar matters within the jurisdiction of said Civil Service Commission; 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; nor
- 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. Notwithstanding anything above, the County will not issue suspensions of five (5) days or less nor issue a performance evaluation rating below competent without just cause. Further, only those grievances on competent or better performance evaluations which meet the guidelines set forth at the Employee Relations Commission meeting on December 19, 1986, shall be subject to arbitration.
3. In the event the Union desires to request a grievance which meets the requirements or Paragraph 2 hereof be submitted to arbitration, it shall, within the time requirements set forth above, send a written request for arbitration to Employee Relations Branch of the Chief Executive Office 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 names from the Employee Relations Commission, 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 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 grievance 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

Affirmative Action

Implementation

Term

Renegotiation

Provisions of Law

ARTICLE 18      GRIEVANCES-GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between Los Angeles County Fire Fighters Local 1014 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.

- A. Where Los Angeles County Fire Fighters Local 1014 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, Los Angeles County Fire Fighters Local 1014 may request in writing, within fifteen (15) business days from the occurrence or knowledge of the matter in dispute, that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matters. Such written request shall set forth the proposed resolution sought.

Within five (5) 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 ten (10) business days of such meeting, and the event the matter is not satisfactorily resolved, the Los Angeles County Fire Fighters Local 1014 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 its Chief Executive Officer or his authorized representative, and any other County department head or his authorized representative who has authority to resolve the matter.

- C. Within (10) business days after the meeting provided in (B) above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 2 of Article 17 the disagreement may be submitted to arbitration in accordance with the provisions of Section 6 of Article 17 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 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 this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees and otherwise processed through the grievance procedures set forth in Article 17 hereof.

ARTICLE 19      EMPLOYEE PAYCHECK ERRORSSection 1.      Underpayments

Management will rectify a \$100 or more underpayment on the employee's payroll warrants within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall promptly forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2.            Overpayments

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

ARTICLE 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 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. The parties recognize the Board of Supervisors' authority to take legislative action necessary to meet their fiscal responsibility.

ARTICLE 21EMPLOYEE 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 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 Executive 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 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 22      OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding, neither Los Angeles County Fire Fighters Local 1014, 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 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. 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 matter covered herein or 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 the parties hereto, and, if required, approved and implemented by County's Board of Supervisors.
- D. However, nothing contained in this Article shall be construed as giving the County nor the Fire Department the right to institute unilateral changes in existing wages, hours or other terms and conditions of employment during the term of this Memorandum of Agreement.

- E. 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 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 West Temple Street, Los Angeles, California 90012; Telephone: 974-1715), 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 Fire Fighters' principal authorized agent shall be the President or his duly authorized representative (Address: 3460 Fletcher Avenue, El Monte, California 91731; telephone: (310) 639-1014).

ARTICLE 25      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 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.

APPENDIX A  
WELLNESS/FITNESS FOR LIFE PROGRAM

Objective: To enhance individual fitness, aerobic capacity, and wellness.

Requirements to qualify for bonus.

Four standard salary levels:

1. Annually complete 12 hours of Wellness/Fitness-For-Life Continuing Education.
2. Complete a medical evaluation at ages 25, 30, 35, 40, 42, 44, 46, 48, 50 and annually thereafter. The medical evaluation must be completed within birth month, or within two weeks preceding or following the birth month. This testing window may be extended for participants who are ill or injured.

Four additional standard salary levels:

3. Annually complete a physical fitness assessment and achieve the following targets:
  - a) Push-ups: 24 within 60 seconds
  - b) Crunches: 35 within 60 seconds or Plank: Hold for 60 seconds.

Four additional standard salary levels:

4. Annually complete an aerobic test and achieve a VO2 Max as follows:


<u>Age Group</u>	<u>VO2 Max Target</u>
Less than 30 years	40
30-40 years	38
41-50 years	36
More than 50 years	34

Optional Medical Testing:

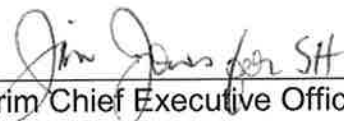
Bargaining unit members may request blood testing every year during their annual scheduled fitness testing.

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  
FIRE FIGHTERS  
LOCAL 1014

By   
President, Fire Fighters  
Local 1014

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

By   
Interim Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
REGARDING THE  
PEACE OFFICERS

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 3<sup>rd</sup> day of  
November, 2015,

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, 2015. 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, 2018.

**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, 2017.

Negotiations shall begin no later than October 15, 2017. 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.

**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 611 by this Agreement, the County agrees to adjust the salary of Unit 611 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 611 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 611

members would immediately receive an additional 1% increase for a total of 4% increase in salary in that same year.)

### **ECONOMIC ENHANCEMENTS**

During the term of this memorandum of understanding, should any recognized County safety bargaining unit reach a signed agreement that results in an economic enhancement, greater than provided to members of Unit 611 by this Agreement for any year of its contract, the County agrees to pay Unit 611 members the same economic enhancement for the same year. For the purposes of this provision, "economic enhancement" includes, but is not limited to, providing or increasing uniform allowance, post pay, standby pay, night shift differential, step increase, vacation time accrual or cash out, holiday pay or cash out, longevity pay, bonus, stipend, incentive pay or lump sum payment.

## ARTICLE 7            SALARIES

### Section 1.            Recommended Salary Adjustment

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

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
2708	DEPUTY SHERIFF	CURRENT	NTX	91E	4989.45	6908.36
		08/01/2015	NTX	92F	5139.64	7115.73
		07/01/2016	NTX	93G	5294.00	7329.55
		07/01/2017	NTX	94D	5399.09	7475.64
		01/01/2018	NTX	95A	5506.00	7624.00
2712	DEPUTY SHERIFF IV	CURRENT	NW	95E	5560.91	7293.36
		08/01/2015	NW	96F	5727.91	7512.73
		07/01/2016	NW	97G	5900.27	7738.55
		07/01/2017	NW	98D	6017.73	7892.64
		01/01/2018	NW	99A	6137.00	8049.00
2707	DEPUTY SHERIFF TRAINEE	CURRENT		91E	4989.45	6198.45
		08/01/2015		92F	5139.64	6384.64
		07/01/2016		93G	5294.00	6576.09
		07/01/2017		94D	5399.09	6706.91
		01/01/2018		95A	5506.00	6840.00
2889	INVESTIGATOR,DA	CURRENT	NW	91E	4989.45	6543.73
		08/01/2015	NW	92F	5139.64	6740.18
		07/01/2016	NW	93G	5294.00	6942.55
		07/01/2017	NW	94D	5399.09	7080.64
		01/01/2018	NW	95A	5506.00	7221.00
2890	SENIOR INVESTIGATOR,DA	CURRENT	NX	99H	6244.55	8645.91
		08/01/2015	NX	100J	6431.82	8905.55
		07/01/2016	NX	101K	6624.64	9173.09
		07/01/2017	NX	102G	6756.82	9356.00
		01/01/2018	NX	103D	6891.27	9541.91

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 April 1, 2006, members of the bargaining unit shall receive a 3% Manpower Shortage Range adjustment as reflected above.

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 place 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 place 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 <sup>th</sup> year
01/01/06	4% (16 levels) after completion of the 24 <sup>th</sup> year
07/01/06	4% (16 levels) after completion of the 29 <sup>th</sup> 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 February 1, 2000, employees covered by this agreement who are currently assigned to a patrol station and have been assigned to a patrol station for 36 consecutive months, twelve months of which must have been on the top step of the range, shall be entitled to a monthly Patrol Station Retention Bonus of eight (8) standard salary levels. The bonus shall be paid in a lump sum no later than September 15, 2000 for each full month the employee was in a pay status between February 1, 2000 and June 30, 2000 and assigned to a patrol station.

Thereafter, an employee who meets the criteria in this Section 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 36 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, 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 forth step of the range and those employees who have completed six (6) months continuous service at the forth step of the new range shall be advanced to the fifth step of the new range. Employees shall completed 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.

ARTICLE 8            HOURS OF WORK AND OVERTIMESection 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, 2015, shall be entitled to a lump sum payment of one thousand two hundred and fifty dollars (\$1250) 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, 2015 and December 15, 2015, by separate payroll warrant.

In addition to the above, employees covered by this agreement and employed on November 1, 2016, shall be entitled to a lump sum payment of one thousand five hundred dollars (\$1500) 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, 2016, and December 15, 2016, by separate payroll warrant.

In addition to the above, employees covered by this agreement and employed on November 1, 2017, 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, 2017, and December 15, 2017, by separate payroll warrant.

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

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

This allowance shall not constitute a base rate.

Section 2.                    Uniform Replacement and Maintenance

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

Section 3.                    Motorcycle Jacket

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

ARTICLE 11      DEPUTY SHERIFF TRAINEE ASSIGNMENTS

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

ARTICLE 12      LIMITED TERM ASSIGNMENT PROGRAMA.    Definitions

1.    "Tour of Duty" is the period an employee is assigned to a unit of assignment from the effective date that he/she transfers into said unit of assignment until the effective date that he/she transfers out of said unit of assignment.
2.    A "Limited Term Assignment" is a position where there is a maximum period of time beyond which an employee's Tour of Duty in said position cannot exceed.
3.    A "Covered Unit" is a unit of assignment, as defined in Section B herein, where all assigned positions are Limited Term Assignments.
4.    An "Incumbent Employee" is an employee of any rank assigned to a Covered Unit on the date on which the program becomes effective. Notwithstanding the above, for those Deputy Sheriff's (Bonus II's) assigned to the Major Violator Crews at Narcotics Bureau "Incumbent Employee" status shall be limited to those employees whose names and employee numbers are the following:

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 LIST

## District Attorney

It is agreed that the departmental transfer list will be updated and posted on the departmental intranet website on February 15<sup>th</sup> and August 15<sup>th</sup> 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 the departmental transfer list, including transfer lists within coveted positions, will be updated and posted on the departmental intranet website on January 15<sup>th</sup> and July 15<sup>th</sup>. Coveted testing lists will be posted on the department's intranet website upon promulgation.

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 RIGHTSSection 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 23EMPLOYEE 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 PROGRAMSection 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)

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

E. Test Methodology

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

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

F. Implementation

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

Section 2.            Program Organization

A. Assignment

Responsibility for the day-to-day coordination of the Random Drug Testing Program shall be assigned to 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 Director of Medical Services.

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

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

D. Confirmatory Test

Specimens which were initially screened and found to be positive shall be confirmed using gas chromatography/mass spectrometry (GC/MS) quantitative techniques. Detailed confirmation and quality assurance procedures are discussed in the Laboratory's Procedural Manual.

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

1.	Amphetamines:	
	Amphetamine	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

\*Specimen must also contain amphetamine at the concentrations of  $\geq 200$  ng/ml

\*\* Conduct this test if specimen contains morphine at a concentration  $\geq 2000$  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 GC/MS process, the Laboratory shall prepare a written report. The original report shall be retained by the Laboratory. One copy, along with the sealed pre-test Declaration Form, shall be sent to the Medical Review Officer.

The laboratory report shall contain the following information:

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

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

## Section 6. Reporting and Review of Results

### A. Report of Laboratory Results

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

B. Medical Review

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

C. Employee Notification

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

D. Retesting

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

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

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

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

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

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

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

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

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

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

F. Audit Trail

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

Section 7.            Further Provisions

A.      Hold Harmless and Indemnification Clause

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

APPENDIX A

CONTRACT TOXICOLOGY LAB SERVICES

1. Quest Diagnostics Incorporated  
Van Nuys, California  
(818) 989-2520
2. Healthtech  
Long Beach, California  
(562) 933-0777

Attachment A

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

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

CONFIDENTIAL TEST NO. \_\_\_\_\_ TEST LOCATION \_\_\_\_\_

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

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

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

( ) NO

( ) YES      DATE \_\_\_\_\_

NAME OF SUPERVISOR ADVISED OF INCIDENT \_\_\_\_\_

FILE NO. \_\_\_\_\_

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

RIGHT  
THUMB  
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

[illegible]

REMARKS:

ATTACHMENT B2

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

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

=====

## SCREENING TEST (EMIT):

ASSIGNED TO: \_\_\_\_\_ BY: \_\_\_\_\_  
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_  
COMPLETED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_  
RETURNED TO: \_\_\_\_\_ BY: \_\_\_\_\_  
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_  
# NEGATIVE SPECIMEN(S): \_\_\_\_\_  
DISPOSED ON: \_\_\_\_\_ BY: \_\_\_\_\_  
# POSITIVE SPECIMEN(S): \_\_\_\_\_  
SPECIMEN NUMBER(S): \_\_\_\_\_  
  
FROZEN ON: \_\_\_\_\_ BY: \_\_\_\_\_

ATTACHMENT B3

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

CONFIRMATION TEST (GC/MS)

LABORATORY RECEIPT NO. \_\_\_\_\_

SPECIMEN NUMBER: \_\_\_\_\_

ASSIGNED TO: \_\_\_\_\_ BY: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

COMPLETED BY: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

FROZEN ON: \_\_\_\_\_ BY: \_\_\_\_\_

ATTACHMENT B4

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

LABORATORY RECEIPT NO. \_\_\_\_\_

SPECIMEN NUMBER: \_\_\_\_\_

REMOVED FROM FREEZER BY: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

SPLIT RELEASED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

SPLIT RELEASED TO: \_\_\_\_\_  
(PRINT NAME)\_\_\_\_\_  
(SIGNATURE)\_\_\_\_\_  
(COMPANY)

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

ATTACHMENT C

## EMIT SCREENING LEVELS

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 CAPACITYSection 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 31<sup>st</sup> 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) 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
  
- B. ALADS' principal authorized agent shall be its President or Executive Director (Address: 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

Item No.	Title
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 Department, or the Assistant Chief of the Bureau of Investigation when acting in the absence of the Chief.
- D. "Middle Management" means a Lieutenant, Captain, Commander or the Assistant Chief in the District Attorney's Department.

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

Section 3.            Responsibilities

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

Section 4.                    Waivers and Time Limits

- A. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
- B. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
- C. If an employee fails to appeal from one level to the next level within the time limits established in the grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
- D. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5.                    Employee Rights and Restrictions

- A. An employee may present his/her grievance on County time, but the use of County time for this purpose shall not be excessive nor shall this privilege be abused in any manner. The Department shall determine what constitutes abuse.
- B. Employees who are requested by either the grievant or by Management to appear as witnesses at any hearing and at any step shall be allowed to do so on County time.

- C. The employee has the right to the assistance of a representative of his/her choice in the preparation of the written grievance and to represent him/her in formal grievance meetings. The representative selected by the employee must be an authorized representative of a recognized employee organization or a fellow employee of the District Attorney's Bureau of Investigation who is not a party to the same grievance. Only a person selected by the employee and made known to management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
- D. If the grievance involves disciplinary action resulting in suspension, the employee may waive the first step in the formal grievance procedure and submit the grievance directly at the second step within ten (10) days from the notice of intent to discipline.
- E. ALADS agrees to encourage an employee who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated, and the specific remedy requested.

#### Section 6.            Informal Procedure

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

Section 7                      Formal ProcedureStep 1.                      (Immediate Supervisor)

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

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

Step 2. (Middle Management Representative or Review Board)

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

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

If the grievance is sustained by the Step 2 process, it shall be management's responsibility to make the necessary arrangements to implement the decision.

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

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

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

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

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

Section 8. Special Handling of Sensitive Complaints

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

Section 9. Arbitration

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

- A. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator;
- B. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to or request review by said Civil Service Commission including but not limited to discharges, reductions and discrimination; nor
- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Administrative Office or any other County department, agency or commission unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator;
- D. Any subject matter relating to County-sponsored employee group insurance plans that could impose on the carrier, the provider or the County, an obligation which would be in conflict with the applicable law and/or the contracts or service agreements between the County and the carrier or provider;

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

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

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

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

6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from or otherwise modify the terms and conditions of this Memorandum of Understanding.
7. The decision of the arbitrator shall be binding upon ALADS. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. ALADS may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
  - Recognition
  - Purpose
  - Implementation
  - Term
  - Renegotiation
  - Non-Discrimination
  - Payroll Deductions and Dues
  - Authorized Agents
  - Provisions of Law

APPENDIX D

## EXPEDITED ARBITRATION

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

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

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

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

- B. The parties agree that 1) No stenographic record of the hearing will be made, 2) there will be no representation by outside counsel and 3) there will be no post hearing briefs.
5. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
9. The decision of the arbitrator shall be binding upon ALADS. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award

requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

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

Recognition

Purpose

Non-Discrimination

Implementation

Term

Renegotiation

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

## APPENDIX E

### COURT TIME FOR EMPLOYEES IN UNIT 611

#### Section 1. On-Call Subpoena

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

is to remain on-call the following day. Employees receiving an on-call subpoena shall report to court only when called to appear. Employees who are called to appear in court on an overtime basis shall receive overtime compensation at the rate established for their classification.

Section 2. Must Appear Subpoena

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

Section 3. DMV Telephonic Hearing

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

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

Section 4. Increments of Time

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

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

APPENDIX F

## SICK LEAVE ACCRUAL EXCHANGE

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

1. Employees in this Unit shall be credited with full-pay sick leave to a maximum of 10 days in 1988 and a maximum of 8 days in 1989. In exchange for the reduction in credited full-pay sick leave the provisions in the Article 7, Section 1, Recommended Salary Adjustment, on July 1, 1988, included an additional 8 level base rate increase.
2. Notwithstanding the above, Deputy Sheriffs (Item Nos. 2707, 2708 and 2712) 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, in 2005, 2006 and 2007, in lieu of carrying such days, provided at least 20 days of full-pay sick leave remain to the employee's credit after such payment.

APPENDIX G

PROTECTIVE SURVEY  
OPERATIONAL PROCEDURES MANUAL  
REVISED FEBRUARY 2000

LOS ANGELES COUNTY  
SHERIFF'S DEPARTMENT  
LEROY D. BACA, SHERIFF

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## FOREWORD

This booklet contains policy and procedures resulting from the Protective Survey. The 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.

Leroy D. Baca, 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 employees 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 POSITIONSDefinition

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 fifth step Sergeant's salary negotiated yearly.

### Bonus II Removed in Increments

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

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

If the Deputy is reassigned to Bonus I Level position, the Bonus II pay shall be removed as follows: 11% effective upon the first day of removal; 5 1/2% effective upon the first anniversary of the removal. If at this point the Deputy is at the level of pay he/she would otherwise be entitled to as a Bonus I Level Deputy, no further reduction in pay is necessary. Otherwise the reduction will continue in increments not to exceed 5 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 1<sup>st</sup> 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 \_\_\_\_\_ removed from prior Bonus [ ] I  
 Date [ ] 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

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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.

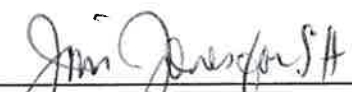
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

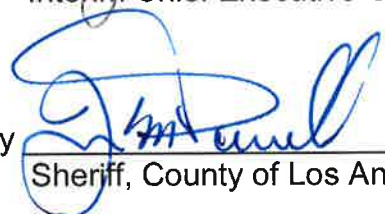
ASSOCIATION FOR LOS ANGELES  
DEPUTY SHERIFFS (ALADS)


By   
President, ALADS

By   
Executive Director, ALADS

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

By   
Interim 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  
TO BOARD OF SUPERVISORS  
REGARDING THE  
CRIMINALISTS/FORENSIC IDENTIFICATION SPECIALISTS  
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 3<sup>rd</sup> day of  
November, 2015,

BY AND BETWEEN

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

AND

LOS ANGELES COUNTY PROFESSIONAL  
PEACE OFFICERS ASSOCIATION  
(Hereinafter referred to as "PPOA" or  
"Union")

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ARTICLE 1RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, PPOA was certified on June 1, 1999, by County's Employee Relations Commission (Employee Relations Commission Decision No. 3473) as the majority representative of County employees in the Criminalists Employee Representation Unit (hereinafter "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 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>
4331	Criminalistics Laboratory Technician
4332	Forensic Identification Specialist I
4333	Criminalist
4334	Forensic Identification Specialist II
4336	Senior Criminalist

ARTICLE 2                      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;
- 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, 2015.

This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 Midnight on September 30, 2018.

ARTICLE 4RENEGOTIATION

The party desiring to negotiate a full and entire Memorandum of Understanding for a term after September 30, 2018, shall serve a notice of reopening upon the other, on or before May 15, 2018. Upon reopening, negotiations shall begin on a mutually agreed date but no later than June 14, 2018. A full and entire written proposal shall be submitted by each side prior to the beginning of negotiations. Once negotiation meetings begin, new proposals may be introduced only by mutual agreement.

If agreement on the term of full and entire Memorandum of Understanding is not reached by July 30, 2018, an impasse shall automatically be declared unless the parties mutually agree to continue negotiations.

ARTICLE 5NON-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, origin, political or religious opinions, or affiliations.

ARTICLE 6SALARIESSection 1.Recommended Salary Adjustment

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

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4333	CRIMINALIST	CURRENT		92J	5177.82	6431.82
		10/01/2015		93K	5333.00	6624.64
		10/01/2016		94L	5492.64	6823.36
		10/01/2017		95H	5602.09	6959.64
		04/01/2018		96E	5713.73	7098.18
4331	CRIMINALISTICS LABORATORY TECH	CURRENT		78B	3486.64	4323.82
		10/01/2015		79C	3590.45	4454.18
		10/01/2016		80D	3696.55	4588.09
		10/01/2017		81A	3770.00	4679.00
		04/01/2018		81J	3844.18	4772.82
4332	FORENSIC IDENTIFICATION SPEC I	CURRENT		90J	4904.00	6092.27
		10/01/2015		91K	5051.27	6275.27
		10/01/2016		92L	5203.27	6463.27
		10/01/2017		93H	5307.00	6592.27
		04/01/2018		94E	5412.45	6723.55
4334	FORENSIC IDENTIFICATION SPEC II	CURRENT		97J	5929.36	7365.73
		10/01/2015		98K	6107.18	7586.91
		10/01/2016		99L	6290.64	7814.91
		10/01/2017		100H	6416.09	7970.82
		04/01/2018		101E	6543.73	8129.36
4336	SENIOR CRIMINALIST	CURRENT		103J	6976.73	8667.18
		10/01/2015		104K	7185.91	8927.36
		10/01/2016		105L	7401.91	9195.55
		10/01/2017		106H	7549.82	9379.00
		04/01/2018		107E	7700.36	9565.55

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 Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the

Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

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

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

d. During the term of this agreement, should any change be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section.

In the event an agreement cannot be reached through negotiations, it is agreed that the 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.                      Special Pay Practices

Upon execution of this contract, any permanent, full-time employee in this unit assigned regularly scheduled periods of standby service at off-duty times pursuant to the County Code, shall receive one dollar and fifty cents (\$1.50) per hour bonus, but not to exceed a maximum of three hundred hours per month total without approval of department management. This section will apply to all County Department's where all members of this bargaining unit are employed.

Should any other bargaining unit receive an increase in stand-by pay over \$1.50 per hour during the term of this MOU, PPOA Bargaining Unit 614 requests a comparable increase over the current hourly rate of \$1.50 for stand-by pay. This provision shall expire on September 30, 2018.

Section 4.                      Night Shift Differential

The parties agree to recommend jointly to the County's Board of Supervisors that employees in this Unit be paid for evening and night shift differential as follows:

- A.     The evening shift is a shift at least five-eighths of which falls between 4:00 p.m. and 11:00 p.m. The night shift is a shift at least five-eighths of which falls between the hours of 9:00 p.m. and 8:00 a.m.
- B.     The evening shift and/or night shift differential shall be one dollar (\$1.00) per hour above the established rate for each classification.

Section 5.

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 6.                    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 which are assigned and approved by the Department Head or designated management representatives and approved by the Chief Executive 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 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 standard salary schedules or the difference between the two 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            OVERTIMESection 1.            Compensation

For all employees in the Unit, for the term of this agreement, the County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided 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 or use of compensatory time will be counted in calculating hours worked for overtime purposes.

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

An employee may elect compensatory time off in lieu of pay at a rate of one and one-half (1 1/2) hours for each hour of overtime to a maximum of 160 hours worked. The employee may exercise this option when the employee works overtime. Management shall not decide to order or authorize overtime based on an employee's choice of pay or compensatory time off.

If an employee has 240 hours of accumulated compensatory overtime on the books, the employee shall not elect to choose any additional overtime as compensatory time off in lieu of pay.

Section 2.                    Usage of Compensatory Time

- A.     An employee shall not be directed by Management to take compensatory time off without at least ten (10) business days prior notice nor be denied a timely request to carry over. Requests for time off will be approved based on the needs of the service as determined by Management.
  
- B.     Effective with the implementation date of the October 1, 1991, - September 30, 1994, MOU, with prior approval of Management, new accumulated compensatory time off not used during the calendar year in which it is earned may be carried over for up to two years not to exceed 240 hours of new accumulated compensatory time. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.
  
- C.     Compensatory time off earned prior to implementation of the October 1, 1991, - September 30, 1994, MOU can only be taken off at the straight time rate and be carried over to the end of the following year. Any compensatory time off not taken by the end of the year following the year it was earned will be paid at the straight time rate rather than lost.

Section 3.

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 pay 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 Acts 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      CALL-BACK

Whenever an employee is unexpectedly ordered by the Department Head or designated management representative to return to work following the termination of his normal work shift and departure from his work location, the employee shall receive a payment of four hours' pay or four hours compensatory time 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 7, Overtime.

ARTICLE 9      EMPLOYEE BENEFITS

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.

ARTICLE 10      BULLETIN BOARDS

Management will furnish PPOA bulletin board space not to exceed 8 square feet.

The boards shall be used only for the following subjects:

- A.     PPOA recreational, social and related news bulletins;
- B.     Scheduled PPOA meetings;
- C.     Information concerning PPOA elections or the results thereof;
- D.     Reports of official business of PPOA including reports of committees or the Board of Directors; and
- E.     Any other written material which first has been approved and initialed by an authorized representative of the Department Head.

Prior to posting, all material shall be initialed by an authorized representative of PPOA.

PPOA agrees that notices posted on County bulletin boards shall not contain anything which may reasonably be construed as maligning the County, its representatives or any individual employees in any manner whatsoever.

ARTICLE 11      ANNUAL TRAINING PLAN

Departmental management (Sheriff/Department of Coroner) agrees to develop an annual training plan for all classifications represented by bargaining unit 614 in each Department's Criminalistics Laboratory within sixty (60) days after the provisions of this Memorandum of Understanding become effective. Each Department Head further agrees to consult with representatives of the bargaining Unit prior to submitting such training plan for approval. This annual plan for training will be administered by each Department Head, or whomever he/she delegates subject to necessary approval from the Chief Executive Officer and the Board of Supervisors.

Each Department Head, or whomever he/she delegates, will determine the need, kind, amount and timeliness of training to be provided to all classifications represented by bargaining unit 614 and which of these personnel will attend approved training programs.

ARTICLE 12      REFERENCE MATERIALS

The County agrees to provide "state of the art" reference materials for all classifications represented by Bargaining Unit 614 in Departmental Criminalistic Laboratories. The County further agrees to consult with representatives of the Bargaining Unit prior to selecting said reference materials.

The Department Head or his/her designate, will determine the kind and amount of reference materials to be provided.

ARTICLE 13      EMPLOYEE PARKING

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

ARTICLE 14      SAFETY AND HEALTHSection 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.

PPOA 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, PPOA may consult with the Chief of Workers' Compensation and Occupational Health Branch of the Chief Executive Office or his designate. A representative of such branch shall respond to the department head and PPOA within ten (10) days. If PPOA is not satisfied with the response of the Chief of Workers' Compensation and Occupational Health, the issue may be taken within ten (10) days to arbitration as set forth in Article 20.

During such ten (10) days consultation between the department head and PPOA 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 PPOA 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 15      PERSONNEL FILES

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

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

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure.

If the employee fails to file a grievance within the designated time limits the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance

procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

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

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

ARTICLE 16      EMPLOYEE PAYCHECK ERRORSA.    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 pay check, a pay check 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 pay check 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 17      CONSULTATION

County Management agrees to consult with PPOA pursuant to Section 6(a) of the Employee Relations Ordinance.

The Sheriff's Department will consult in good faith regarding the implementation of evening or night shifts prior to such implementation.

## ARTICLE 18        WORK 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 per week. Nothing herein shall be construed to modify in any manner whatsoever a workday or workweek as defined by Chapter 6.12 of the County Code.

### Section 1.        Workweek

The work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management.

### Section 2.        Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (See Section 3), employees work schedules shall not be changed without notice to the employee at least five (5) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without notice to the employee at least ten (10) workdays prior to the date the change is to be effective.

### Section 3        Emergencies

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.

ARTICLE 19      OUT-OF-CLASS ASSIGNMENTSection 1.      Definition

- A. For the purpose of this article, an out-of-class assignment is the full time performance of all the significant duties of an allocated, vacant, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2.      Conditions

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

appoint the employee according to Civil Service Rules. If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this article is to be paid;

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

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this Article are no longer met.

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

### 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 20        GRIEVANCE PROCEDURE

### Section 1.        Definitions

1. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules or regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor.
2. "Days" mean calendar days exclusive of Saturdays, Sundays or legal holidays.

### Section 2.        Responsibilities

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

PPOA, agreed 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 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 Article, 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.

#### Section 4. General Provisions

1. The employee has the right to the assistance of a representative in the preparation of a written grievance, and to represent him/her 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 the immediate supervisor to absent himself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with departmental operations.
3. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the

essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

4. In order for a steward to receive compensation from the County of Los Angeles for any regularly scheduled work time spent investigating or processing a grievance, the name of the steward must be supplied to Management in accordance with Article 22.
5. If the employee elects to be represented, the department may designate a Management representative to be present at such meeting.
6. PPOA 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 this Memorandum of Understanding.

## Section 5.            Procedure

### 1.    Informal Complaint

- A.    Within ten (10) days from the occurrence of the matter on which a complaint is based, or within ten (10) days from his/her knowledge of such occurrence, an employee shall discuss his/her complaint with his/her immediate supervisor.
- B.    Within five (5) days from the day of the discussion with the employee, his/her immediate supervisor shall verbally reply to the employee's complaint.

- C. If the immediate supervisor either fails to reply within five (5) 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.

2. Grievance

Step 1 - Supervisor

- A. 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 within ten (10) days from the occurrence or knowledge of the grievable matter if no informal discussion has occurred, an employee, may file a formal written grievance. Four (4) copies of the grievance form shall be completed by the employee stating the nature of the grievance and the remedy he/she requests from his/her departmental management. The employee shall submit two (2) copies to his/her immediate supervisor and retain two (2) copies.

- B. Within ten (10) days, his/her immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and a copy to the Union representative if a Union representative was present at the hearing.

#### Step 2 - Middle Management

- A. Within ten (10) days from receipt of his/her supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to mid-management. The manager shall discuss the grievance with his/her supervisor and the employee before a decision is reached by him.
- B. Within ten (10) days from receipt of the grievance, the manager shall give a written decision to the employee using the original copy of the grievance and a copy to the Union representative if a Union representative was present at the hearing.

#### Step 3 - Department Head

- A. Within ten (10) days from his/her receipt of the decision at level 2, the employee may appeal to the department head using the original copy of the grievance.
- B. Within ten (10) days from receipt of the employee's grievance, the department head or the 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 justification to the employee and the Union representative if a Union representative was present at the hearing.

- C. If the department head or the designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that do not directly concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the department head or the designated representative shall be final.

#### Section 6.            Arbitration

1. Within ten (10) days from the receipt of the written decision of the department head, or the 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/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. 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 Executive 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 grievance 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

Implementation

Term

Renegotiation

Non-Discrimination

Safety and Health

Payroll Deduction of Dues

Leave of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 21      GRIEVANCES - GENERAL-IN-CHARACTER

In order to provide an effective mechanism whereby disagreements between PPOA 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:

- A. Within thirty (30) calendar days from the occurrence of the matter on which a complaint is based or within ten (10) business days from its knowledge of such an occurrence where PPOA has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, PPOA may request in writing that a meeting be held with the authorized representative of the County who have authority to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within five (5) 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 ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved; PPOA 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 its Chief Executive Officer or his/her authorized representative, and any other County department head or his/her authorized representative, who has authority to resolve this matter.
- C. Within ten (10) business days after the meeting provided in (B) above, if the matter is not satisfactorily resolved and if the disagreement meets the requirements of Section 6 of Article 20, the disagreement may be submitted to arbitration in accordance with the provisions of Section 6 of Article 20 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 20 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of the employees in the Unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees and otherwise processed through the grievance procedures set forth in Article 20 hereof.

ARTICLE 22      STEWARDS

It is agreed and understood by the parties of this Memorandum of Understanding that there shall not be more than three stewards within the representation unit as herein defined. Only an employee who has passed his/her initial probation period and who Management has designated to be a permanent employee shall be eligible for appointment as a steward.

PPOA shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of the names of employees selected as stewards, which list shall be kept current by PPOA.

PPOA agrees, whenever investigation or processing of formal grievances is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. PPOA representatives, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor 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 steward will be informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday and legal holidays after the time of the steward's request, unless otherwise mutually agreed to. Prior to entering other work

locations, stewards shall inform the cognizant supervisor of the nature of his/her business. Permission to leave the job will be granted to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the steward will be informed when the employee will be made available.

Management agrees a steward will not be discriminated against because of his/her activities as a steward.

ARTICLE 23      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 24      PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 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 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 August 10 through August 31, 2006, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be canceled.

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

Section 3.            Agency Shop Election

Effective January 1, 2004, if at any time during the term of the Memorandum of Understanding, 30 percent of the employees represented by this Bargaining Unit sign a petition to request an agency shop agreement, the Union shall have the right to conduct a secret ballot 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 an agency shop fee, the Union shall notify the County of its intent to implement an agency shop agreement. Immediately, thereafter, the Union shall notify all employees in the Bargaining Unit that they will be required, as a condition of continued employment, 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 agency shop, 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, and 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 employees shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund

exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction 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 shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop 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, with 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 following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

F. List of New Employees/Separation

The County will furnish the Union with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying

documents. The list shall contain the name, employee number, date of hire into the Unit, item step salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit who are covered by the Memorandum of Understanding.

Such list 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.

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.

ARTICLE 25      WORK ACCESS

A PPOA representative desiring access to a work location hereunder shall state the purpose of the visit and request the Department Head or his designee's authorization a reasonable amount of time before the intended visit. If authorization for such access is not granted, the PPOA representative will be informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday and legal holidays, after the time of the PPOA representative's request, unless otherwise mutually agreed to.

Authorized PPOA representatives may be given access to work locations during working hours solely for the purposes of conducting PPOA grievance investigations and observing working conditions. PPOA agrees that its representatives will not interfere with operations of a department or any facility thereof.

PPOA shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all of its authorized representatives, which list shall be kept current by PPOA. Access to work locations will only be granted to representatives on the current list.

ARTICLE 26      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 Request For Proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Executive Office will arrange to meet with representatives of the Union 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 either the decision or effect of any reorganization by the County during the life of this agreement.

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

ARTICLE 27      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 mission 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 28      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 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 29      FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. 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.
- B. It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term.

It is recognized that during such term 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 changes, it shall notify PPOA indicating the proposed change prior to its implementation. If PPOA wishes to consult or negotiate with Management regarding the matter, PPOA shall notify Management within five (5) working days from the receipt of such notice. Upon receipt of such notice, the parties shall meet promptly in an earnest effort to reach a mutually satisfactory resolution of any problem arising as a result of the change instituted by Management. Where Management makes such changes because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter of compliance with such law.

Nothing herein shall limit the authority of Management to make necessary changes during emergencies. However, Management shall notify PPOA 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.

Where Management makes any such change for reasons other than the requirements of law or an emergency, where such change would significantly affect working conditions of a significantly large number of employees in the Unit, where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance, and where PPOA, within the time limits provided, requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the wages, hours and other terms and conditions of employment of the employees in the Unit.

If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted as an impasse 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.

- C. Failure by PPOA to request consultation or negotiations, pursuant to Paragraph B. shall not be deemed as approval of any action taken by the County.
- D. 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 matter covered herein or with respect to any other matter within the scope of negotiations during the term of this Memorandum of Understanding.
- E. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not 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.
- F. 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 30      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/her duly authorized representative (Address: 188 E. Arrow Highway, San Dimas, CA 91773; 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. Union's principal authorized agent shall be its Executive Director, or his/her duly authorized representative (Address: 1100 Corporate Center Drive, Suite 201, Monterey Park, California 91754-9880, Telephone: (323) 261-3010).

ARTICLE 31      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 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; 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 provision 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 33      DRUG TESTING PROGRAM

It is agreed that separate random Drug Testing Programs will be implemented in the Sheriff's Department (Appendix A) and Coroner's Department effective March 1, 1992, and will be fully effective at that date. Sheriff's Department and Coroner's Department Management will consult with PPOA regarding implementation of the Drug Testing Program in the individual departments.

ARTICLE 34            COURT TIME FOR EMPLOYEES IN UNIT 614Section 1.            On-Call Subpoena

Pursuant to the procedures established in cooperation with applicable courts, the parties to the 614 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. 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 which 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, However, in no event shall an employee who receives a DMV Telephonic Hearing subpoena which is not cancelled prior to the date and time of the subpoena, be compensated for less than two (2) hours of on-call compensation.

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.

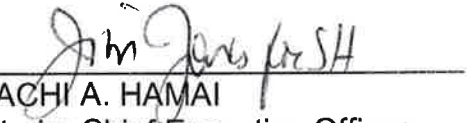
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

LOS ANGELES COUNTY PROFESSIONAL  
PEACE OFFICERS ASSOCIATION

By   
BRIAN MORIGUCHI  
President, PPOA

By   
PAUL ROLLER  
Executive Director, PPOA

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

By   
SACHI A. HAMAI  
Interim Chief Executive Officer

## APPENDIX A

RANDOM DRUG TESTING PROGRAMSECTION I. INTRODUCTIONA. Statement of Policy

Any illegal use of drugs by Criminalist, Forensic Identification Specialists and Criminalistic Laboratory Technicians would negatively affect morale and integrity in the workplace, endanger credible testimony, and significantly increase the risk of incurring civil liability.

In the interests of the County of Los Angeles, citizens, and the members of the Department, it shall be the policy of the Sheriff's Department 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

All Sheriff's Department employees covered by this bargaining unit will be tested up to, but not more than, four times in a twelve month period

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 Department's 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)

The Sheriff reserves the right to delete drugs and classes of drugs from this list.

E. Test Methodology

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

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

F. Implementation

The drug testing program shall be implemented on September 1, 1992 for 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 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. Captain, Risk Management Bureau

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.

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 availability is that of the Director of Medical Services.

D. Collection Site Supervisors

Collection Site Supervisors are those persons assigned to Risk Management Bureau whose principle 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. 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 determines that the test result was caused by appropriate use of medication. He will then prepare a written report to the Program Director limited to his 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 shall: (1) immediately advise the appropriate executive at the level of Division Chief or higher, and, (2) on behalf of that executive, direct Internal Affairs Bureau to conduct an administrative investigation; and (3) employee will be relieved of standard duty with pay (refer to Manual of Policy and Procedures 3-02/30.25, Censurable Conduct – Major Incident). The employee will be provided with a copy of documentation pertaining to test results as provided in Section V., F herein.

B. Discipline

The Sheriff's Department 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, Department 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 Department or the County shall be subject to disciplinary action up to and including discharge.

C. Refusal to Provide Urine Specimen

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

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

SECTION IV. SPECIMEN COLLECTION

A. Notification of Selection

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

The Watch Commander/Senior Officer or the Bureau Section Lieutenant/

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

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

B. Collection Site Privacy and Security

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

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

During the specimen collection process, no unauthorized personnel shall be

permitted in the restroom. The only authorized personnel are the test subject and the Collection Site Supervisor of the same sex. Another Collection Site Supervisor shall remain outside the restroom and shall bar entry for the time it takes to collect and package a specimen.

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

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

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

D. Chain of Custody

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

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

At this point, the Laboratory assumes custody of the specimens, Collection Log Sheets and sealed envelopes containing the Pre-test Declaration forms.

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

E. Collection, Integrity and Identification of Specimen

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

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

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

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

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

A minimum of 50 milliliters (1.7 fluid ounces) must be provided or the specimen will be considered incomplete. If the Collection Site Supervisor determines that there is an insufficient amount of urine (less than 50 milliliters total) in the specimen bottles, additional urine shall be collected. In this instance, the test subject shall remain under the supervision of the Collection Site Supervisor. The subject shall be asked to drink fluids to aid in urination and shall be allowed a reasonable amount of time to

furnish additional urine. When additional specimens are provided, third and fourth bottles shall be labeled, be affixed with another thumbprint label and be fastened to the original specimen bottles with clear tape.

Immediately after a specimen collection, the Collection Site Supervisor shall ensure the temperature is between 90 and 100 degrees Fahrenheit. The Collection Site 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 V.        LABORATORY ANALYSIS

### A.    Laboratory Management

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

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

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

C. Specimen Processing

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

Initial Screening Test

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

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

D. Confirmatory Test

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

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

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

1. Amphetamines:

amphetamine	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

\*Specimen must also contain amphetamine at the concentrations of  $\geq 200$  ng/ml

\*\* Conduct this test if specimen contains morphine at a concentration  $\geq 2000$  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 GC/MS process, the Laboratory shall prepare a written report. The original report shall be retained by the Laboratory. One copy, along with the sealed pre-test Declaration Form, shall be sent to the Medical Review Officer.

The laboratory report shall contain the following information:

1. Employee confidential test identification number.
2. The drug identified.
3. The initial screening method.
4. The date screened.

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

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

## SECTION VI. REPORTING AND REVIEW OF RESULTS

### A. Report of Laboratory Results

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

### B. Medical Review

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

### C. Employee Notification

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

D. Retesting

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

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

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

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

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

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

The Department 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 Department.

SECTION VII. FURTHER PROVISIONS

A. Hold Harmless and Indemnification Clause

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

## 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).

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

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

( ) NO  
 ( ) YES      DATE \_\_\_\_\_      NAME OF SUPERVISOR ADVISED ON 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. \_\_\_\_\_

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



## ATTACHMENT B-2

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

LABORATORY RECEIPT NO. \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

# COLLECTION SHEET(S): \_\_\_\_\_

# URINE SPECIMENS \_\_\_\_\_

# SEALED PRE-TEST DECLARATIONS: \_\_\_\_\_

=====

## SCREENING TEST (EMIT):

ASSIGNED TO: \_\_\_\_\_ BY: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

COMPLETED BY: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

RETURNED TO: \_\_\_\_\_ BY: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

# NEGATIVE SPECIMEN(S) \_\_\_\_\_

DISPOSED ON: \_\_\_\_\_ BY: \_\_\_\_\_

# POSITIVE SPECIMEN(S) \_\_\_\_\_

SPECIMEN NUMBER(S) \_\_\_\_\_

\_\_\_\_\_

FROZEN ON: \_\_\_\_\_ BY: \_\_\_\_\_

ATTACHMENT B-3

SHERIFF'S DEPARTMENT  
SCIENTIFIC SERVICES BUREAU  
RANDOM DRUG TESTING CONTROL RECORD  
CONFIRMATION TEST (GC/MS)

LABORATORY RECEIPT NO. \_\_\_\_\_

SPECIMEN NUMBER: \_\_\_\_\_

ASSIGNED TO: \_\_\_\_\_

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

COMPLETED BY: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

FROZEN ON: \_\_\_\_\_ BY: \_\_\_\_\_

614 PDC

ATTACHMENT B-4

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 RELEASE BY: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

SPLIT RELEASED TO: \_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(COMPANY)

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

## EMIT SCREENING LEVELS

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

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 3<sup>rd</sup> day of  
November, 2015,

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, 1973, 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.

<u>Item No.</u>	<u>Classification</u>
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
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, 2015. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 Midnight on September 30, 2018.

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, 2018.

Negotiations shall begin no later than June 10, 2018. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by July 29, 2018, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

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	CURRENT	NM	89F	4737.64	6213.82
		10/01/2015	NM	90G	4880.00	6400.36
		10/01/2016	NM	91H	5026.55	6592.27
		10/01/2017	NM	92E	5126.91	6723.55
		04/01/2018	NM	93B	5229.00	6857.09
2744	COURT SERVICES SPECIALIST, SHERIFF	CURRENT	NM	73E	3072.82	4016.64
		10/01/2015	NM	74F	3163.64	4136.91
		10/01/2016	NM	75G	3257.45	4260.73
		10/01/2017	NM	76D	3321.55	4345.45
		04/01/2018	NM	77A	3387.00	4432.00
0939	CRIME ANALYST, SHERIFF	CURRENT	NM	88G	4622.18	6062.45
		10/01/2015	NM	89H	4761.09	6244.55
		10/01/2016	NM	90J	4904.00	6431.82
		10/01/2017	NM	91F	5001.82	6559.91
		04/01/2018	NM	92C	5101.45	6690.27
2749	CUSTODY ASSISTANT, SHERIFF	CURRENT	NM	80K	3751.64	4916.00
		10/01/2015	NM	81L	3862.73	5063.64
		10/01/2016	NM	83A	3977.00	5216.00
		10/01/2017	NM	83J	4056.27	5320.00
		04/01/2018	NM	84F	4136.91	5425.82
2745	LAW ENFORCEMENT TECHNICIAN	CURRENT	NM	77C	3403.55	4454.18
		10/01/2015	NM	78D	3503.91	4588.09
		10/01/2016	NM	79E	3607.91	4725.91
		10/01/2017	NM	80B	3678.18	4820.00
		04/01/2018	NM	80K	3751.64	4916.00
2450	PUBLIC RESPONSE DISPATCHER I	CURRENT	NM	77B	3395.27	4443.09
		10/01/2015	NM	78C	3495.27	4576.73
		10/01/2016	NM	79D	3599.18	4714.18
		10/01/2017	NM	80A	3669.00	4808.00
		04/01/2018	NM	80J	3742.45	4904.00
2451	PUBLIC RESPONSE DISPATCHER II	CURRENT	NM	83B	3986.91	5229.00
		10/01/2015	NM	84C	4106.36	5385.73
		10/01/2016	NM	85D	4229.36	5547.18
		10/01/2017	NM	86A	4313.00	5657.00
		04/01/2018	NM	86J	4399.55	5770.45

2452 PUBLIC RESPONSE DISPATCHER SPEC	CURRENT	NM	86A	4313.00	5657.00
	10/01/2015	NM	87B	4443.09	5827.55
	10/01/2016	NM	88C	4576.73	6002.82
	10/01/2017	NM	88L	4667.64	6122.09
	04/01/2018	NM	89H	4761.09	6244.55
2827 SECURITY ASSISTANT, SHERIFF	CURRENT	N5M	53D	2218.64	2344.45
	10/01/2015	N5M	54E	2286.27	2415.00
	10/01/2016	N5M	55F	2356.09	2487.00
	10/01/2017	N5M	56C	2403.00	2535.55
	04/01/2018	N5M	56L	2451.00	2585.73
2828 SECURITY OFFICER, SHERIFF	CURRENT	NM	70F	2843.00	3714.91
	10/01/2015	NM	71G	2927.00	3825.64
	10/01/2016	NM	72H	3013.55	3938.82
	10/01/2017	NM	73E	3072.82	4016.64
	04/01/2018	NM	74B	3132.73	4096.18
2453 SUPVG PUBLIC RESPONSE DISPATCHER	CURRENT	NM	87B	4443.09	5827.55
	10/01/2015	NM	88C	4576.73	6002.82
	10/01/2016	NM	89D	4714.18	6183.09
	10/01/2017	NM	90A	4808.00	6306.00
	04/01/2018	NM	90J	4904.00	6431.82

## 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, and 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.                    Academy Drill Instructor – Custody Assistant

Effective October 1, 2015, a Custody Assistant, Sheriff (Item #2749) assigned temporarily by Management to a Sheriff's Custody Assistant Academy Drill Instructor 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 8.                    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 Executive 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            OVERTIMESection 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 one hundred twenty (120) 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 ( $1\frac{1}{2}$ ) hours for each hour of overtime worked in excess of 43 hours in the workweek. Compensatory time for all other employees in the Unit is accrued at the rate of one and one-half ( $1\frac{1}{2}$ ) hours for each hour of overtime worked in excess of 40 hours in the workweek. No more than one hundred eighty (180) hours of FLSA compensatory time may be accrued by employees in this Unit in a calendar year. All FLSA overtime hours worked in excess of an employee's cap of one hundred twenty (120) accrued FLSA compensatory time-off hours 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 PRACTICESSection 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-eighths 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-eighths 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 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, and 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), Security Assistant (Item No. 2827), and Security Officer (Item No. 2828) covered by this agreement and employed on November 1, 2015, shall receive a lump sum payment of seven hundred fifty dollars (\$750) 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, 2015, and December 15, 2015, by separate payroll warrant.

Employees who hold status in the classification of Custody Assistant, Sheriff (Item No. 2749), Security Assistant (Item No. 2827), and Security Officer (Item No. 2828) covered by this agreement and employed on November 1, 2016, shall receive a lump sum payment of nine hundred dollars (\$900) 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, 2016, and December 15, 2016, by separate payroll warrant.

Employees who hold status in the classification of Custody Assistant, Sheriff (Item No. 2749), Security Assistant (Item No. 2827), and Security Officer (Item No. 2828) covered by this agreement and employed on November 1, 2017, shall receive a lump sum payment of one thousand fifty dollars (\$1050) 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, 2017, and December 15, 2017, 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, 2015, shall receive a lump sum payment of three hundred seventy-five dollars (\$375) in lieu of department issued uniforms. Such payment shall be made between December 1, 2015, and December 15, 2015, 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, 2016, shall receive a lump sum payment of four hundred fifty dollars (\$450) in lieu of department issued uniforms. Such payment shall be made between December 1, 2016, and December 15, 2016, 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, 2017, shall receive a lump sum payment of five hundred twenty-five dollars (\$525) in lieu of department issued uniforms. Such payment shall be made between December 1, 2017, and December 15, 2017, by separate payroll warrant.

Court Services Specialist (Item No. 2744), Public Response Dispatcher I, II and III, and Specialist (Item Nos. 2450, 2451 & 2452), and Supervising Public Response Dispatcher (Item No. 2453) who receive uniform vouchers, covered by this agreement and employed on November 1, 2015, shall receive a lump sum payment of three hundred seventy-five dollars (\$375) in lieu of department issued uniforms. Such payment shall be made between December 1, 2015, and December 15, 2015, by separate payroll warrant.

Court Services Specialist (Item No. 2744), Public Response Dispatcher I, II and III, and Specialist (Item Nos. 2450, 2451 & 2452), and Supervising Public Response Dispatcher (Item No. 2453), covered by this agreement and employed on November 1, 2016, shall receive a lump sum payment of four hundred fifty dollars (\$450) in lieu of department issued uniforms. Such payment shall be made between December 1, 2016, and December 15, 2016, by separate payroll warrant.

Public Response Dispatcher I, II and III, and Specialist (Item Nos. 2450, 2451 & 2452) and Supervising Public Response Dispatcher (Item No. 2453), covered by this agreement and employed on November 1, 2017, shall receive a lump sum payment of five hundred twenty-five dollars (\$525) in lieu of department issued uniforms. Such payment shall be made between December 1, 2017, and December 15, 2017, by separate payroll warrant.

Court Services Specialist (Item No. 2744) covered by this agreement and employed on November 1, 2017, shall receive a lump sum payment of six hundred dollars (\$600) in lieu of department issued uniforms. Such payment shall be made between December 1, 2017, and December 15, 2017, 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 ProcedureStep 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 party's 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 RIGHTSSection 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) locked enclosed glass case for the exclusive use of PPOA in each area or facility employing more than ten (10) employees. PPOA will pay for the locked enclosed glass case and its installation. PPOA shall have the right to use such locked enclosed glass case 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 ERRORSA.      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 16EMPLOYEE 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) 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      TRANSFERSSection 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 these 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
- Crime Analyst, Sheriff
- Law Enforcement Technician
- Public Response Dispatcher I
- Public Response Dispatcher II
- Public Response Dispatcher Specialist
- Supervising Public Response Dispatcher
- 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 Executive 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: 188 E. Arrow Highway, San Dimas, CA 91773; 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 SHOPSection 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 cost 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.

ARTICLE 26      CUSTODY JOINT LABOR MANAGEMENT COMMITTEE

The Department shall make available the Assistant Sheriff over Custody Divisions, or their designee, to participate in a monthly, or as needed by mutual agreement of the parties, Labor Management Committee with PPOA Executive Director, President, and such subject matter experts or union representatives as agreed-upon by the parties, to address concerns or questions specifically related to the Custody Divisions.

APPENDIX AINDUSTRIAL 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 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).

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, 2010, and July 1, 2011, 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   
BRIAN MORIGUCHI  
President, PPOA

By   
PAUL ROLLER  
Executive Director, PPOA

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

BY   
SACHIA A. HAMAI  
Interim Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO BOARD OF SUPERVISORS  
REGARDING THE  
CORONER INVESTIGATORS AND SUPERVISING CORONER INVESTIGATORS  
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 3<sup>rd</sup> day of  
November, 2015,

BY AND BETWEEN

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

AND

LOS ANGELES COUNTY PROFESSIONAL  
PEACE OFFICERS ASSOCIATION, (hereinafter  
referred to as "Association")

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ARTICLE 1      PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding that the parties reach 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 the County's Board of Supervisors.

ARTICLE 2            RECOGNITION

Pursuant to the provisions of the Employees Relations Ordinance of the County of Los Angeles and applicable State law, Los Angeles County Police Officers Association, hereinafter referred to as "Association" was certified on August 28, 2000, by County's Employee Relations Commission (Employee Relations Commission File No. DEC-18) as the majority representative of County employees in the Police Officer Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes the Association as the certified majority representative of the employees in said Unit.

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

Section 2.            Exclusive Recognition

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

ARTICLE 3            NON-DISCRIMINATION

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

ARTICLE 4      IMPLEMENTATION

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

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

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

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

ARTICLE 5      TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 4, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2015.

This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2018.

ARTICLE 6      RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve on the other during the period from April 1 to May 15, 2018, its written request to commence negotiations, as well as its written proposal for such successor Memorandum of Understanding. The written proposal may be amended during the period May 15, 2018, to June 15, 2018, to change or to include economic proposals concerning salaries and wages.

Upon receipt of such written notice and proposals, negotiations shall begin no later than June 1, 2018. Negotiations on an economic amendment concerning salaries and wages shall commence no later than July 1, 2018. An impasse shall be automatically declared if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by July 31, 2018, unless the parties mutually agree to continue negotiations.

## ARTICLE 7            SALARIES

### Section 1.            Recommended Salary Adjustment

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

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
1637	CORONER INVESTIGATOR	CURRENT	NM	91D	4977.09	6527.55
		10/01/2015	NM	92E	5126.91	6723.55
		10/01/2016	NM	93F	5281.00	6925.45
		10/01/2017	NM	94C	5385.73	7063.09
		04/01/2018	NM	94L	5492.64	7203.45
1636	CORONER INVESTIGATOR TRAINEE	CURRENT	NM	87D	4465.27	5856.64
		10/01/2015	NM	88E	4599.45	6032.64
		10/01/2016	NM	89F	4737.64	6213.82
		10/01/2017	NM	90C	4832.00	6337.45
		04/01/2018	NM	90L	4928.00	6463.27
1639	SUPVG CORONER'S INVESTIGATOR I	CURRENT	NM	94D	5399.09	7080.64
		10/01/2015	NM	95E	5560.91	7293.36
		10/01/2016	NM	96F	5727.91	7512.73
		10/01/2017	NM	97C	5842.09	7662.18
		04/01/2018	NM	97L	5958.45	7814.91
1642	SUPVG CORONER'S INVESTIGATOR II	CURRENT	NM	97G	5900.27	7738.55
		10/01/2015	NM	98H	6077.36	7970.82
		10/01/2016	NM	99J	6259.91	8209.73
		10/01/2017	NM	100F	6384.64	8373.18
		04/01/2018	NM	101C	6511.36	8539.55

### Section 2.            Step Advances

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

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

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

- c. Grievances arising out of this section shall be processed as follows:

- (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

- (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.
  - (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Association may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

### Section 3.

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

## ARTICLE 8                    BONUSES/SPECIAL PAY PRACTICES

### Section 1.                    Training Officer/and Canine Handler Bonus

The parties agreed that during the term of this Memorandum of Understanding that there will be designated by Management as bonus positions within the Coroner Investigator classifications in the Department of Medical-Examiner Coroner. Included in these positions shall be Training Officers, and Canine Handlers. Bonus positions shall be compensated with a bonus of two (2) standard salary schedules (5-1/2%) above the salary schedule of the employee.

Future Canine Handlers will be Peace Officers in the Department of Medical-Examiner Coroner and shall receive the bonus upon verification of any necessary certifications.

### Section 2.                    Reimbursement of American Board of Medicolegal Death Investigators (ABMDI) Certification

Upon the implementation of this MOU, The Department of the Medical-Examiner Coroner shall reimburse employees, in the classification of Medical-Examiner Coroner Investigator series, the initial Board Certification fees upon obtaining the certification.

### Section 3.                    Evening and Night Shift Differential

Any employee in the unit who is assigned to a regularly established evening or night shift as defined by Los Angeles County Code, Section 610.020 (A), shall receive a per hour bonus of \$0.50 for each hour worked during each shift.

ARTICLE 9            OVERTIMESection 1.            Compensation

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

A.    Non-Exempt Employees

With Department Head approval, employees in this Unit may elect to work up to one hundred sixty (160) 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 in excess of 40 hours in the workweek. No more than two hundred forty (240) hours of FLSA compensatory time may be accrued by employees in this Unit. All FLSA overtime hours worked in excess of an employee's cap of one hundred sixty (160) accrued FLSA compensatory time off hours shall be paid.

Section 2.            Usage of FLSA Earned Compensatory Time-Off

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

- B. Effective with the implementation of this MOU, with prior approval of Management, new accumulated compensatory time not used during the calendar year in which it is earned may be carried over for up to one (1) year, not to exceed 200 hours of new accumulated compensatory time. Compensatory time not used within the above period shall be paid to the employee as provided by the Fair Labor Standards Act rather than lost.

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

- A. An employee shall not be directed by management to take compensatory time off without at least five (5) business days prior notice nor be denied a timely request to carry over. Requests for time off will be approved based on the needs of the service as determined by Management.
- B. Effective with the implementation of this MOU, with prior approval of Management, new accumulated compensatory time not used during the calendar year in which it is earned may be carried over for up to one (1) year, not to exceed 200 hours of new accumulated compensatory time. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 4.                    Savings Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit pending a request by either party to meet and confer regarding this article.

Section 5.                    Distribution of Overtime

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

Section 6.                    Management Authority

It is agreed and understood that nothing herein is intended to limit or restrict the authority of management to require any employee to perform overtime work, and it is further agreed that overtime will be ordered and worked only when required to meet the County's public service obligations.

Section 7.                    Work Week

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

ARTICLE 10      EMPLOYEE BENEFITS

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

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

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

ARTICLE 11      CALL BACK

Whenever an employee is unexpectedly ordered by his Department Head or designated management representative to return to work following the termination of his normal work shift and departure from his work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rates of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 8, Overtime. If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

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

ARTICLE 12      STANDBY PAYSection 1.      Standby

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

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

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

Section 2.      On-Call Subpoena

Pursuant to the procedures established in cooperation with applicable courts, the parties agree that employees covered by this memorandum of Understanding who receive an on-call subpoena and remain on-call during off-duty hours for court appearances, shall

receive one-half their hourly rate, as defined by the Los Angeles County Code for their classification, for each hour that they are on-call including travel to court as a result of having received a call to appear. However, in no event shall an employee who receives an on-call subpoena, which is not cancelled prior to the date of the subpoena, be compensated for less than two (2) hours of on-call including travel to court. The on-call status will commence at the time for appearance specified in the subpoena, and will end when the employee is relieved from on-call status by the court or the Watch Commander at their unit, or upon arrival at the court in response to a call. It is further agreed that employees assigned to an evening or early morning shift, or those on their day off, shall, upon receipt of an on-call subpoena, notify the Watch Commander of their unit of their on-call status. Employees in an on-call status shall contact their Watch Commander by noon of the day set for appearance to confirm their status if they have not been contacted earlier. If the employee is on an on-call status at the end of the court day, the Watch Commander shall notify the employee at the end of the court day whether he/she is to remain on-call the following day. Employees receiving an on-call subpoena shall report to court only when called to appear. Employees who are called to appear in court on an overtime basis shall receive overtime compensation at the rate established for their classification.

## Section 2.            Must Appear Subpoena

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

Section 3.   Increments of Time

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

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

ARTICLE 13      UNIFORMS

Section 1.      Initial Issue of Uniform Clothing and Equipment

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

- (1) Gear Bag
- (1) Digital Camera
- (1) LED Flashlight
- (1) Set of BDUs
- (1) Black Belt
- (1) Pair black leather boots
- (1) Pair fire boots (steel toe, shank)
- (1) Jacket
- (1) Helmet
- (1) Pair goggles/eye protection
- (1) Rain gear (jacket)
- (1) Reflective Vest

Section 2.                    Replacement and Return of Uniforms and Equipment

As the initial issue of items listed in Section 1 become damaged or obsolete, they shall be replaced by Management.

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

ARTICLE 14      JURY DUTY AND WITNESS LEAVESection 1.

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

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

Section 2.

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

ARTICLE 15      TRAINING

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

ARTICLE 16      PROMOTIONS

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

ARTICLE 17      BULLETIN BOARDS

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

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

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

ARTICLE 18      SAFETYSection 1.      Parties' Responsibilities

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

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

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

If PPOA is not satisfied with the response of the Chief of Workers' Compensation and Occupational Health, the issue may be taken within ten (10) days to arbitration as set forth in the arbitration section of the grievance procedure.

## Section 2.            First Aid Kits

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

## Section 3.

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

ARTICLE 19      WORK SCHEDULESSection 1.      Work Shift

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

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

Section 2.      Shift Assignments

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

Section 3.            Emergencies

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

ARTICLE 20      TRANSFERSSection 1.

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

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

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

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

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

ARTICLE 21      OUT-OF-CLASS ASSIGNMENTSection 1.      Definition

- A. For the purpose of this article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated, vacant, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class.

This bonus is paid pursuant to the conditions described below.

Section 2.      Conditions

- A. If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, management shall, upon the employee's or union's written request for relief, either:
- appoint the employee according to Civil Service Rules;
  - return the employee to an assignment of his/her own class; or
  - pay the employee the bonus.

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.

If such return is made within 30 calendar days of the request for relief, no bonus under this Article is to be paid, or pay the employee the bonus.

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

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

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

### Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control.

- B. Nothing in this article shall be construed as limiting Management's authority to make temporary, incidental assignments on higher rated classification work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.
- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employees personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this Article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 22      VACATION SCHEDULING

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

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

1.      At least annually, Management shall prepare a vacation schedule for all employees in each facility.
2.      In the case of a tie involving two or more employees, the opportunity to choose a vacation schedule will be given to the employee in the order of their County seniority.

ARTICLE 23      PERSONNEL FILES

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

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

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

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

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

ARTICLE 24      LEAVES OF ABSENCESection 1.      Pregnancy Leave

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

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

Section 2.      Employee Organization Leave

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

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

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

## ARTICLE 25      GRIEVANCE PROCEDURE

Within ninety (90) days of the adoption of this MOU by the Board of Supervisors the department will develop a departmental grievance form.

### Section 1.      Purpose

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

### Section 2.      Definitions

- A.      Wherever used the term "employee" means either employee or employees as appropriate.
  
- B.      "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor.
  
- C.      "Business Days" means calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

- A. The Association agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him at a mutually satisfactory time.
- B. Departmental management has the responsibility to:
  - 1. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
  - 2. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.
- C. The Association agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested.

Section 4. Waivers and Time Limits

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

- B. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
- C. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
- D. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5.                    Employee Rights and Restrictions

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

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

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

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

Section 6.                    The Parties' Rights and Restrictions

- A. Only a person selected by the employee has made known to management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
- B. If the employee elects to be represented in a formal grievance meeting, the department may designate a management representative to be present at such meeting.
- C. Management shall notify the Association of any grievance involving the terms and conditions of this Memorandum of Understanding.
- D. The Association representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

- E. If the Association representative elects to attend any formal grievance meeting, he/she must inform departmental management prior to such meeting. The department may also designate a management representative to be present at such meeting.
- F. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7.                      Procedures

Step 1.                        Supervisor

- A. Within 10 business days from the occurrence of the matter on which a complaint is based, or within 10 business days from his/her 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 requested from his/her departmental management.

The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

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

Step 2.      Middle Management

- A.      Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of management as previously indicated by the employee's department head. The department head has the authority to waive the middle management step if such a step is not appropriate because of the size of his/her department. The middle management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.
  
- B.      Within ten (10) business days from receipt of the grievance, the middle management representative shall give a written decision and the reasons, therefore, to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the union representative.

Step 3.      Department Head

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

- B. Within ten (10) business days from the receipt of the employee's grievance, the department head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and given a written decision and reasons therefore to the employees. However, the department head or designate is not limited to denying a grievance for reasons stated at any previous step in the procedure. Upon request a copy of the decision will be given to the union representative.
- C. If the department head or his/her designated representative fails to give a decision within the specified time limit, the union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the department head or his/her designated representative shall be final.

Section 8.            Arbitration

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

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

1. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances, adopted by County's Board of Supervisors' unless the arbitrator, in his/her discretion finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
2. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, or suspensions of more than five (5) days of permanent employees, appraisals of promotability, or complaints involving alleged employment discrimination within the meaning of Civil Service Rule 25.

3. Competent or better performance evaluation, release of recurrent or temporary employees, examination and classification standards.
  4. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief 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.
- C. In the event the Association desires to request that a grievance, which meets the requirements of Paragraph B hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County department head or officer affected.
- The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
- D. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators

provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

- E. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
- F. Prior to a hearing by an arbitrator, a representative of the County and the Association shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Association cannot jointly agree on a submission statement, then at a hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

- G. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
  
- H. The decision of the arbitrator shall be binding upon the Association. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within 60 days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Association may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

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

Recognition

Purpose

Implementation

Term

Renegotiation

Discrimination

Safety and Health

Payroll Deduction and Dues

Leave of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 26      EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 24, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination; nor
  - C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief 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. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and the Association, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
- The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:

- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
  - B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
- 6. The arbitrator selected shall hear the grievance(s) within 10 working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
- 7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
- 8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony and/or arguments. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.

9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
10. The decision of the arbitrator shall be binding upon the Association. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.
11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

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

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Leave of Absence for Association Business

Authorized Agents

Provisions of Law

ARTICLE 27      GRIEVANCES - GENERAL IN CHARACTER

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

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

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

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

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

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

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

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 25 hereof.

ARTICLE 28      PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1.      Deductions and Dues

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

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

Section 2:      Security Clause:

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

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

### Section 3.            Agency Shop Election

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

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

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

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

If the majority of the employees in the Bargaining Unit, who vote, do 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.            Agency Shop

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

##### A.    Agency Shop Defined

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

Section 5.            Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deductions to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 6.            Agency Shop

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

Section 7.            Rescission

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

Section 8.                    Union Responsibilities - Hudson Notice

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

Section 9.                    Implementation

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

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

Section 10.            Employee Lists

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

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

Section 11.            Indemnification Clause

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

ARTICLE 29      EMPLOYEE PAYCHECK ERRORSSection 1.      Underpayments

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

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

Section 2.            Overpayments

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

ARTICLE 30      STAFF ACCESS

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

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

ARTICLE 31      IDENTIFICATION OF EMPLOYEESSection 1.      Employee Lists

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

Section 2.      Association Information

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

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

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

Professional Peace Officers Association  
188 E. Arrow Highway  
San Dimas, California 91773  
Phone Number: (323) 261-3010

ARTICLE 32      LEGAL REPRESENTATION

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

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

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

ARTICLE 33      PARKING

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

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

ARTICLE 34      PRODUCTIVITY ENHANCEMENT

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

ARTICLE 35      OBLIGATION TO SUPPORT

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

ARTICLE 36      FULL UNDERSTANDING, MODIFICATION, WAIVERSection 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

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

Section 2.

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

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

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

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

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

Section 3.

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

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

Section 4.

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

Section 5.

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

ARTICLE 37      STRIKES AND LOCKOUTS

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

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

ARTICLE 38      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 39      MANAGEMENT RIGHTS

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

ARTICLE 40      LAYOFFS

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

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

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

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

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

ARTICLE 41      CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Association of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Request For Proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Executive Office will arrange to meet with representatives of the Association to advise them of this action within five (5) business days.

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

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

ARTICLE 42      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: 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 the President or his duly authorized representative. (Address: 188 E. Arrow Highway, San Dimas, CA 91773. Telephone: (323) 261-3010.

ARTICLE 43      CORONER JOINT LABOR-MANAGEMENT MANUAL  
COMMITTEE

Section 1.

During the term of this MOU, the parties agree to establish a Joint Labor/Management Policy Manual Committee to assemble a written Policy and Procedure Manual for the Investigations section to the Department of Medical Examiner-Coroner.

Section 2.

The Joint Labor/Management Policy Manual Committee shall consist of two executive/management representatives designated by the Chief and/or Assistant Chief of Investigations, and (2) employee representatives designated by the PPOA President. During the term of this MOU, the Joint Labor/Management Policy Manual Committee shall meet monthly or upon request of either party, unless the parties mutually agree otherwise. Meetings shall commence by November 15, 2015.

Section 3.

The parties agree that the committee will work together to produce a written document that will, in its final form, serve as a Policy and Procedure Manual for the Investigation section of the Department of Medical Examiner-Coroner. The Policy and Procedure Manual shall be completed by June 30, 2016, unless labor and management agree otherwise.

ARTICLE 44      CORONER JOINT LABOR-MANAGEMENT ADVISORY  
COMMITTEE

Section 1.

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

Section 2.

The Joint Labor/management Advisory Committee shall consist of the Chief and Assistant Chief of Investigations for the Coroner's Department and two (2) employee representatives designated by the PPOA President. During the term of this MOU, the Joint Labor/management Committee shall meet, upon request of either party, up to four (4) times annually, unless the parties mutually agree otherwise.

Section 3.

The parties agree that the Committee may make advisory recommendations to management for consideration. Such recommendations shall be presented to the Chief and Assistant Chief of the Investigations of the Coroner's Department. The Committee will be provided with a response within thirty (30) days of the Chief or his designee's receipt of any such advisory recommendations from the Committee.

Section 4.

The parties agree that the Committee will be initiated as soon as possible after execution of this agreement.

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

LOS ANGELES COUNTY  
POLICE OFFICERS ASSOCIATION  
AUTHORIZED REPRESENTATIVES

By   
BRIAN MORIGUCHI  
President, PPOA

By   
PAUL ROLLER  
Executive Director, PPOA

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

By   
SACHI A. HAMAI  
Interim Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO BOARD OF SUPERVISORS  
REGARDING THE  
PROBATION DIRECTORS  
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 3<sup>rd</sup> day of  
November, 2015,

BY AND BETWEEN

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

AND

LOCAL 1967, AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, (hereinafter referred to as  
Local 1967, AFSCME" or "AFSCME", or  
"UNION").

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ARTICLE 1      PREAMBLE

We the members of Bargaining Unit #703 support the Los Angeles County Probation Department Vision, Mission, and Core Values. We are stronger because of our shared values, dedication and commitment, to transform and improve departmental operations and progressively move our public agency towards becoming a high performing organization.

We embrace our mandate to rebuild lives, protect public safety, and provide for healthier and safer communities.

VISION:

- Rebuild Lives and Provide for Healthier and Safer Communities

MISSION:

- Enhance Public Safety, Ensure Victim Rights, and Effect Positive Probationer Behavioral Change

CORE VALUES:

We fundamentally subscribe to the fair and impartial administration of justice and embrace core values:

- Dignity & Respect for our clients, public and employees.
- Integrity to do the right things for the right reasons – all of the time.
- Leadership to develop an organization that is sustainable and will attain national prominence.
- Rehabilitation is founded in a belief that people have the ability to transform into law-abiding individuals.
- Contribution of everyone is valued and everyone has the opportunity to perform to their highest potential.
- Commitment to providing service excellence to achieve positive outcomes for healthy families and communities.
- Collaboration by working with others to maximize efforts and achieve positive results.
- Evidence-based practices and policies as a way of assuring that our best efforts are leading to desired outcomes.

This Article shall not be subject to the grievance and / or arbitration provisions of this MOU.

ARTICLE 2      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 the County Board of Supervisors.

ARTICLE 3      RECOGNITIONSection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, the Professional Managers Association of Probation Directors was certified on December 16, 2008, by the County Employee Relations Commission as the majority representative of County employees in Bargaining Unit 703 (Probation Director Item #8620, Assistant Probation Director Item #8612, Services Director Probation Item #8028, and Head Central Records Probation Item #1186) previously found to be an appropriate unit by the Employee Relations Commission. Management hereby recognizes the PMA as the certified exclusive bargaining representative of the employees in said unit. The term "employee" or "employees" as used herein shall refer only to employees employed by the County in said Unit.

ARTICLE 4            IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County 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 the date of Board of Supervisors' approval. 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 15, Management Rights, which differ from Section 5 of the Employee Relations Ordinance, shall be implemented only by mutual agreement of the parties.

ARTICLE 5      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) 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
- B. PMA's principal authorized agent shall be its President (Address: c/o AFSCME – Local 1967 Post Office Box 7974, Mission Hills, CA 91346-7974, Telephone: (562) 587-5509).

ARTICLE 6      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 PMA 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 7            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 PMA 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, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 8      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 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on the date the Board of Supervisors approve the MOU. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2018.

ARTICLE 9      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 during the period May 15 to May 31, 2018.

Negotiations shall begin no later than June 15, 2018. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by July 31, 2018, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 10GRIEVANCE PROCEDURESection 1.

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

Section 2.

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/her immediate supervisor.
3. “Business Days” mean calendar days exclusive of Saturdays, Sundays, and legal holidays.
4. Immediate Supervisor means the immediate supervisor of the grievant.
5. “Grievant” means a bargaining unit member.

### Section 3.            Responsibilities

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

1.     Departmental Management has the responsibility to:
  - A.     Inform an employee of any limitation of the supervisors department's authority to fully resolve the grievance; and
  - B.     Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.
2.     The PMA 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. If the grievance is returned to the employee, Management will state in writing the reasons for the return.

Section 4.                    Waivers and Time Limits

1.     A grievance must be initiated on a Departmental Grievance Form within 10 business days of the occurrence of the matter on which the grievance is based.
2.     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.
3.     Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
4.     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 may be subject to reconsideration by mutual agreement.
5.     By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5.                    Employee Rights and Restrictions

1.     The employee has the right to the assistance of one representative to represent the employee in formal grievance meetings with Management.
2.     A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her duties to attend a grievance meeting.

The employee representative shall give his/her supervisor reasonable advance notice, no less than 24 hours' notice, to ensure that his/her absence will not unduly interfere with Departmental operations.

3.     An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.
4.     PMA agrees to encourage an employee who files a formal written grievance to state clearly and concisely the specific action being grieved, the article(s) violated and the specific remedy requested.

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

Section 6.                    The Parties' Rights and Restrictions

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 during the grievance meeting.
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. The PMA representative has the exclusive right to represent employees 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.
4. If the PMA representative elects to attend any formal grievance, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.

Section 7.            Procedures

Level 1.

- A. A grievance must be initiated on a Departmental Grievance Form within ten (10) business days of the occurrence of the matter or of learning of the occurrence of matter on which the grievance is based. The matter must be stated clearly and the grievant must propose a remedy. The employee shall submit an original and two copies of the Grievance Form to his/her immediate supervisor and retain one copy.
  
- B. The Level 1 grievance is reviewed, evaluated, and decided by the employee's immediate supervisor. The Level 1 supervisor will arrange a meeting date and location with the employee and/or the employee's representative, within ten business days from the receipt of the grievance. After the grievance meeting, the original Grievance Form and a completed Grievance Response Form – Level 1, will be returned to the employee within ten (10) business days. Supervisors should complete the Level 1 process within the specified time period unless there has been a mutually agreed upon time waiver.
  
- C. A Level 1 grievance may be denied due to the fact that it is not within the scope of authority of the supervisor to grant the requested remedy. A Level 1 supervisor may grant or deny, in part or in its entirety, an employee's grievance.

Level 2.

- A. If the grievance is denied in whole or in part at Level 1, or if the employee is not satisfied with the Level 1 response, review may be sought at Level 2. Within ten (10) business days from receipt of the Level 1 response, the employee shall submit the original and one copy each of the Grievance Form and the Grievance Response Forms – Level 1 to the named Level 2 supervisor. The Level 2 supervisor shall be supervisor of the Level 1 supervisor. The Level 2 supervisor will arrange a meeting date and location with the employee and/or the employee's representative within ten business days from the receipt of the grievance. After the grievance meeting, the original Grievance Form and the completed Grievance Response Form – Level 2 will be returned to the employee within ten (10) business days. The Level 2 meeting should be completed within the specified time period unless there has been a mutually agreed upon time waiver.

Level 3.

- A. If the grievance is denied in whole or in part at Level 2, or if the employee is not satisfied with the Level 2 response, review may be sought at Level 3. Within ten (10) business days from receipt of the Level 2 response, the employee shall submit the original and one copy each of the Grievance Form and the Grievance Response Forms – Level 2 to the named Level 3 supervisor. The Level 3 supervisor shall be the department head or his designated representative. The Level 3 supervisor will arrange a meeting date and location with the employee

and/or the employee's representative within ten business days from the receipt of the grievance. After the grievance meeting, the original Grievance Form and the completed Grievance Response Form – Level 3 will be returned to the employee within ten (10) business days. The Level 3 meeting should be completed within the specified time period unless there has been a mutually agreed upon time waiver.

Section 8.            Arbitration

- A. 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 PMA, may request that the grievance be submitted as provided for hereinafter.
  
- B. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding and which are brought by an employee who was represented by PMA in all steps of the grievance procedure may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

1. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator;
2. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to or request review by said Civil Service Commission including but not limited to discharges, reductions and discrimination; nor
3. The interpretation, application, merits or legality of the rules or regulations of the department, the Chief Executive 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. 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 to provider;
5. In the event PMA desires to request that a grievance which meets the requirements of Section 8, Paragraph (ii) hereof be submitted to arbitration, PMA 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 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 the 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.

- 6. 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.

7. Prior to hearing by an arbitrator, a representative of the County and PMA 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 PMA cannot jointly agree on a submission statement, the arbitrator shall determine the issue(s) to be resolved.
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 PMA. 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. PMA 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.

10. 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

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 11      GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 9, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 9, Section 8, can be submitted to grievance mediation. Both PMA and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or PMA may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre - or post-hearing briefs filed.

5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, PMA, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.
6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 12      UNION REPRESENTATION – PMA

It is agreed by the parties to the Memorandum of Understanding that the PMA may designate one Grievance Representative for each departmental bureau. Additionally, the PMA may designate one alternate per bureau in the event the recognized Grievance Representative is absent. PMA shall provide and keep current a written list of the Names of Grievance Representatives and alternatives who have been selected as a PMA Grievance Representative and alternate with Probation's Employee Relations and Human Resources Divisions.

PMA Grievance Representatives may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances without loss of pay or benefits of any kind. PMA Grievance Representatives, when leaving their work locations to conduct such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly, the PMA Grievance Representative will be immediately informed when time will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday, and holidays after the time of the PMA representative's request unless otherwise mutually agreed to.

Upon entering a work location, the PMA Grievance Representative shall inform the cognizant supervisor of the nature of the union representative's business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the PMA Grievance Representative will be immediately informed when the employee will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday, and holidays, after the time of the union representative's request, unless otherwise mutually agreed to.

PMA agrees that a PMA Grievance Representative shall not log compensatory time for the time spent performing any function of a steward/PMA representative.

ARTICLE 13      EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 9, 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.

- 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 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/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 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 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:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 14        PAYROLL DEDUCTIONS AND DUESSection 1.        Deductions and Dues

It is agreed that PMA 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 PMA 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 PMA dues during the period of August 10 through August 31, 2018, by notifying the PMA of their termination of PMA dues deductions. Such notification shall be by certified mail to the President of the PMA and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name from which said dues deductions are to be canceled.

Section 3.                    List of New Employees/Separations

Upon payment of initial programming costs, as determined by Auditor-Controller, management shall provide the union with access to employee lists via internet on a monthly basis.

The County will furnish the PMA with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification title, item number, item sub, 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.

Such list 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.

Section 4.                    Indemnification Clause

The PMA 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 15      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 16      FULL UNDERSTANDING, MODIFICATIONS, WAIVERSection 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 Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union 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 such as Probation Directors.

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 Union 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 17      PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, including the Americans with Disabilities Act, 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.

## ARTICLE 18      EMPLOYEE LISTS

### Section 1.      Bargaining Unit Information

County Management shall provide the PMA, on a monthly basis, in a word or excel format, without cost, the following employee census information to facilitate administration of the MOU:

- Name, employee number, and work location of all employees in bargaining unit 703
- County hire and continuous service date for employees in the bargaining unit.
- Name of employees, and effective date that said employees promote to positions, or transfer into job classifications that are in bargaining unit # 703.
- Name of employees and date employees leave the bargaining unit due to promotion, retirement, transfer, death, resignation, or otherwise leave county service.
- Salary Step Placement (MAP Grid) for employees in job classifications in bargaining unit # 703.
- Monthly listing of bargaining unit members that transfer, promote, terminate, annual salary step advancement, reinstate and / or retire from county service.
- Name and number of employees that are receiving bonus compensation or advanced step placement.
- Name and number of employees that are assigned to specialized field programs: AB 109, SB 678, Residential Treatment or Juvenile Halls/Institutions.
- Number of vacant positions in each job classification that is in the bargaining unit.

Section 2.

The County Auditor-Controller's Office shall provide the PMA, on a monthly basis, a list which reflects the gross monthly salary of each employee in the bargaining unit. The list shall be made available on a monthly basis, without cost to the Union, and shall be provided pursuant to all County rules, regulations, or applicable laws as interpreted by the County.

Section 3.

Management will make available to each new employee entering the Unit a card furnished by the PMA, written as follows:

PMA has been certified as your majority representative. PMA is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join PMA, call (562) 587-5509.

Los Angeles County  
Professional Managers Association  
AFSCME – Local 1967  
Post Office Box 7974  
Mission Hills, CA 91346-7974

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 PMA 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. Prior to the release of a Request for Proposal (RFP), the Department shall provide a copy of the RFP to the PMA and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) 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 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      STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns or picketing shall be caused or sanctioned by PMA or any person acting on its behalf and PMA 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 PMA fails to exercise good faith in halting the work interruption, PMA 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      PERSONNEL FILES

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

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

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. 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.

ARTICLE 22      LEAVES OF ABSENCESection 1.      Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2.      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 primary care giver (physician, nurse practitioner or nurse mid-wife), 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. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 3.                    Unpaid Employee Organization Leave

PMA requests for employee organizational leave for at least thirty (30) continuous calendar days or more shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. PMA may not have more than two (2) employees in the Bargaining Unit on leave of absence to accept employment with PMA. These leaves are subject to the 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 PMA 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 4.                    Family Leave

A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the State Family Rights Act of 1991 and the Federal Family and Medical Leave Act (FMLA) of 1993. The FMLA Policy Guidelines are available online for review and downloading.

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA."

- B. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability.
- Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- C. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 5.            Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

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

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena

witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 6.            Bereavement Leave

The provisions of Los Angeles County Code Section 6.02.080 regarding Bereavement Leave shall apply to employees in Bargaining Unit 703.

Section 7.            Military Leave

The provisions of Los Angeles County Code Section 6.20.080(c) and applicable law, shall apply to employees in Bargaining Unit 703.

ARTICLE 23            EMPLOYEE PAYCHECK ERRORSSection 1.            Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

## Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment. County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to a termination of employment. County agrees to consult with the PMA on this issue within 90 days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

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 income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

## Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level 3 of the Grievance Procedure.

Section 4.            Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5.            Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 24      EMPLOYEE PARKINGSection 1.      Safe and Adequate Parking

County Management will continue to make reasonable efforts to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location, unless otherwise required by AQMD regulations or law.

ARTICLE 25      HEALTH AND SAFETYSection 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. PMA will cooperate by encouraging all employees to perform their work in a safe manner. Employees are encouraged in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to correct them whenever possible and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors. The immediate supervisor will respond within five (5) business days.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's 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 the employee's representative is not satisfied with the response of the safety officer, PMA may consult with the Chief Executive Office Risk Management Division. A representative of such branch shall respond to the Department Head and PMA within ten (10) days.

If PMA is not satisfied with the response of the Chief Executive Office Risk Management Division, the issue may be taken within ten (10) days to arbitration as set forth in Article 9.

Management shall make available the name and work telephone number of each safety officer/representative in each department and/or work facility. This list will be updated as required.

Section 2.            First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to update and to maintain complete first aid kits at all work facilities and to ensure said kits are accessible to employees.

Section 3.

Management and PMA 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.

Section 4.

The parties agree to recommend to the Los Angeles County Labor-Management Advisory Committee on Productivity Enhancement that the committee place employee safety and security on its agenda as an item for consideration.

ARTICLE 26      WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with PMA thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with the Department subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

PMA shall provide a final list containing the names of the bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 27            NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, PMA representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding PMA membership.

This Article shall be subject to advisory arbitration.

ARTICLE 28      WORK ACCESS

Authorized PMA representative(s) shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. PMA representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. PMA agrees that its representatives will not purposely interfere with operations of department or any facility thereof.

PMA 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 PMA. Access to work locations will only be granted to representatives on the current list.

ARTICLE 29BULLETIN BOARDSSection 1.

Management will furnish adequate bulletin board space to the PMA; where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

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

The parties may mutually waive the provision of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 30JOINT LABOR MANAGEMENT COMMITTEESection 1.

The parties agree to establish a Joint Labor/Management Committee in the Probation Department to meet regarding employee relations matter in accordance with Employee Relations Ordinance 5.04.090

- A. The purpose of the joint labor management committee is for the Probation Department and the PMA to establish a forum for Labor and Management to regularly meet and jointly discuss issues concerning bargaining unit members.

Section 2.

The Joint Labor/Management Committee shall consist of three (3) representatives designated by the PMA. The Chief Probation Officer or his Chief Deputy shall designate three (3) management representatives to be on the committee. Upon request of either party, a representative from the Chief Executive Office Employee Relations Division may attend Joint Labor Management Committee meetings.

Section 3.

The Joint/Labor Management Committee shall meet up to six times annually, upon written request of either party, or more frequently by mutual agreement, during working hours, on County paid-time, to discuss issues which include, but are not limited to, training, promotional opportunities, attendance at seminars, working conditions and/or other departmental operational matters.

Section 4.

The Committee shall develop its internal procedures, including scheduling meeting's agenda, dates, times, and locations.

The Committee may also make advisory recommendations to the Chief Probation Officer, or his designated representative, for consideration.

ARTICLE 31            SALARIES/MAPP TIER II PROBATIONSection 1.            Recommended Salary / MAPP Participants

Parties agree that MAPP participants in this unit shall continue to receive compensation (salary) and be subject to applicable provisions of the Management Appraisal and Performance Plan (MAPP) as provided for in the County Code, including but not limited to, County Code sections 6.08.300 through and including 6.08.395.

It is the intent of the parties that MAPP participants in this bargaining unit will continue to receive the same compensation, salary step movement, and have their work performance appraised on the same basis and subject to the same conditions as provided for non-represented MAPP employees.

Section 2.            Management Appraisal and Performance Plan (MAPP)

County Code Sections 6.08.300 through and including Section 6.08.395 which is applicable to the County's TIER II Management Appraisal and Performance Plan, shall govern the salaries of the following bargaining unit classifications, Item #8620 Probation Director; Item #8028 Services Director Probation; and Item #1186 Head Central Records Probation. Represented and non-represented MAPP TIER II Participants salary step movement shall continue to be at the discretion of the Chief Executive Officer.

**MANAGEMENT APPRAISAL AND PERFORMANCE PLAN**  
**TIER II SALARY STRUCTURE**

**EFFECTIVE OCTOBER 1, 2015**

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18
S01	4,091.61	4,214.36	4,340.79	4,471.01	4,605.15	4,743.30	4,885.60	5,032.17	5,183.14	5,338.62	5,498.79	5,663.75	5,748.71	5,834.94	5,922.46	6,011.30	6,101.47	6,192.99
S02	4,398.52	4,530.48	4,666.38	4,806.38	4,950.57	5,099.09	5,252.06	5,409.62	5,571.91	5,739.07	5,911.24	6,088.58	6,179.91	6,272.61	6,366.70	6,462.20	6,559.13	6,657.52
S03	4,728.37	4,870.22	5,016.33	5,166.81	5,321.81	5,481.47	5,645.91	5,815.30	5,989.76	6,169.44	6,354.53	6,545.17	6,643.35	6,743.00	6,844.13	6,946.80	7,051.00	7,156.77
S04	5,083.04	5,235.53	5,392.60	5,554.38	5,721.00	5,892.63	6,069.41	6,251.49	6,439.05	6,632.21	6,831.18	7,036.12	7,141.66	7,248.78	7,357.52	7,467.87	7,579.89	7,693.60
S05	5,464.31	5,628.24	5,797.09	5,971.00	6,150.13	6,334.63	6,524.68	6,720.42	6,922.03	7,129.69	7,343.58	7,563.89	7,677.34	7,792.51	7,909.39	8,028.04	8,148.45	8,270.68
S06	5,874.00	6,050.22	6,231.73	6,418.67	6,611.24	6,809.58	7,013.86	7,224.28	7,441.01	7,664.23	7,894.16	8,130.98	8,252.95	8,376.74	8,502.39	8,629.94	8,759.38	8,890.77
S07	6,314.55	6,503.99	6,699.11	6,900.08	7,107.08	7,320.29	7,539.90	7,766.10	7,999.08	8,239.05	8,486.22	8,740.82	8,871.93	9,005.00	9,140.08	9,277.18	9,416.34	9,557.59
S08	6,788.17	6,991.83	7,201.57	7,417.63	7,640.15	7,869.35	8,105.44	8,348.60	8,599.06	8,857.03	9,122.74	9,396.42	9,537.37	9,680.43	9,825.63	9,973.03	10,122.61	10,274.46
S09	7,297.44	7,516.36	7,741.85	7,974.11	8,213.33	8,459.73	8,713.52	8,974.93	9,244.18	9,521.50	9,807.15	10,101.35	10,252.88	10,406.68	10,562.77	10,721.22	10,882.03	11,045.27
S10	7,844.74	8,080.07	8,322.48	8,572.15	8,829.31	9,094.20	9,367.03	9,648.03	9,937.47	10,235.60	10,542.67	10,858.95	11,021.83	11,187.16	11,354.97	11,525.29	11,698.17	11,873.64
S11	8,433.04	8,686.03	8,946.62	9,215.02	9,491.46	9,776.21	10,069.50	10,371.59	10,682.73	11,003.21	11,333.31	11,673.31	11,848.41	12,026.14	12,206.52	12,389.62	12,575.47	12,764.10
S12	9,065.33	9,337.29	9,617.41	9,905.92	10,203.11	10,509.19	10,824.48	11,149.20	11,483.69	11,828.19	12,183.04	12,548.53	12,736.76	12,927.81	13,121.73	13,318.56	13,518.33	13,721.10
S13	9,745.57	10,037.94	10,339.08	10,649.25	10,968.73	11,297.79	11,636.72	11,985.82	12,345.39	12,715.76	13,097.23	13,490.15	13,692.50	13,897.89	14,106.35	14,317.96	14,532.72	14,750.71
S14	10,476.46	10,790.75	11,114.47	11,447.90	11,791.35	12,145.09	12,509.44	12,884.72	13,271.26	13,669.40	14,079.48	14,501.86	14,719.39	14,940.19	15,164.29	15,391.75	15,622.63	15,856.97
S15	11,262.26	11,600.13	11,948.13	12,306.57	12,675.77	13,056.04	13,447.72	13,851.15	14,266.69	14,694.69	15,135.53	15,589.60	15,823.45	16,060.79	16,301.71	16,546.23	16,794.43	17,046.35
S16	12,106.93	12,470.14	12,844.24	13,229.57	13,626.46	14,035.25	14,456.31	14,890.00	15,336.70	15,796.80	16,270.70	16,758.82	17,010.20	17,265.35	17,524.34	17,787.20	18,054.02	18,324.82
S17	13,014.76	13,405.20	13,807.36	14,221.58	14,648.23	15,087.67	15,540.30	16,006.51	16,486.71	16,981.31	17,490.75	18,015.47	18,285.70	18,559.98	18,838.38	19,120.96	19,407.78	19,698.89
S18	13,991.09	14,410.82	14,843.14	15,288.43	15,747.09	16,219.50	16,706.09	17,207.27	17,723.49	18,255.19	18,802.85	19,366.94	19,657.44	19,952.31	20,251.58	20,555.36	20,863.69	21,176.65
S19	15,040.42	15,491.63	15,956.38	16,435.07	16,928.12	17,435.97	17,959.05	18,497.82	19,052.75	19,624.33	20,213.07	20,819.46	21,131.75	21,448.73	21,770.46	22,097.01	22,428.47	22,764.90
S20	16,168.46	16,653.50	17,153.12	17,667.70	18,197.73	18,743.67	19,305.98	19,885.16	20,481.71	21,096.16	21,729.04	22,380.92	22,716.63	23,057.38	23,403.25	23,754.29	24,110.61	24,472.26

**NOTE:** As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.

**MANAGEMENT APPRAISAL AND PERFORMANCE PLAN  
TIER II SALARY STRUCTURE**

**EFFECTIVE OCTOBER 1, 2016**

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18
S01	4,214.36	4,340.79	4,471.01	4,605.14	4,743.30	4,885.60	5,032.17	5,183.14	5,338.63	5,498.78	5,663.75	5,833.66	5,921.17	6,009.99	6,100.13	6,191.64	6,284.51	6,378.78
S02	4,530.48	4,666.39	4,806.37	4,950.57	5,099.09	5,252.06	5,409.62	5,571.91	5,739.07	5,911.24	6,088.58	6,271.24	6,365.31	6,460.79	6,557.70	6,656.07	6,755.90	6,857.25
S03	4,870.22	5,016.33	5,166.82	5,321.81	5,481.46	5,645.91	5,815.29	5,989.76	6,169.45	6,354.52	6,545.17	6,741.53	6,842.65	6,945.29	7,049.45	7,155.20	7,262.53	7,371.47
S04	5,235.53	5,392.60	5,554.38	5,721.01	5,892.63	6,069.41	6,251.49	6,439.03	6,632.22	6,831.18	7,036.12	7,247.20	7,355.91	7,466.24	7,578.25	7,691.91	7,807.29	7,924.41
S05	5,628.24	5,797.09	5,971.00	6,150.13	6,334.63	6,524.67	6,720.42	6,922.03	7,129.69	7,343.58	7,563.89	7,790.81	7,907.66	8,026.29	8,146.67	8,268.88	8,392.90	8,518.80
S06	6,050.22	6,231.73	6,418.68	6,611.23	6,809.58	7,013.87	7,224.28	7,441.01	7,664.24	7,894.16	8,130.98	8,374.91	8,500.54	8,628.04	8,757.46	8,888.84	9,022.16	9,157.49
S07	6,503.99	6,699.11	6,900.08	7,107.08	7,320.29	7,539.90	7,766.10	7,999.08	8,239.05	8,486.22	8,740.81	9,003.04	9,138.09	9,275.15	9,414.28	9,555.50	9,698.83	9,844.32
S08	6,991.82	7,201.58	7,417.62	7,640.16	7,869.35	8,105.43	8,348.60	8,599.06	8,857.03	9,122.74	9,396.42	9,678.31	9,823.49	9,970.84	10,120.40	10,272.22	10,426.29	10,582.69
S09	7,516.36	7,741.85	7,974.11	8,213.33	8,459.73	8,713.52	8,974.93	9,244.18	9,521.51	9,807.15	10,101.36	10,404.39	10,560.47	10,718.88	10,879.65	11,042.86	11,208.49	11,376.63
S10	8,080.08	8,322.47	8,572.15	8,829.31	9,094.19	9,367.03	9,648.04	9,937.47	10,235.59	10,542.67	10,858.95	11,184.72	11,352.48	11,522.77	11,695.62	11,871.05	12,049.12	12,229.85
S11	8,686.03	8,946.61	9,215.02	9,491.47	9,776.20	10,069.50	10,371.59	10,682.74	11,003.21	11,333.31	11,673.31	12,023.51	12,203.86	12,386.92	12,572.72	12,761.31	12,952.73	13,147.02
S12	9,337.29	9,617.41	9,905.93	10,203.10	10,509.20	10,824.47	11,149.21	11,483.68	11,828.20	12,183.04	12,548.53	12,924.99	13,118.86	13,315.64	13,515.38	13,718.12	13,923.88	14,132.73
S13	10,037.94	10,339.08	10,649.25	10,968.73	11,297.79	11,636.72	11,985.82	12,345.39	12,715.75	13,097.23	13,490.15	13,894.85	14,103.28	14,314.83	14,529.54	14,747.50	14,968.70	15,193.23
S14	10,790.75	11,114.47	11,447.90	11,791.34	12,145.09	12,509.44	12,884.72	13,271.26	13,669.40	14,079.48	14,501.86	14,936.92	15,160.97	15,388.40	15,619.22	15,853.50	16,091.31	16,332.68
S15	11,600.13	11,948.13	12,306.57	12,675.77	13,056.04	13,447.72	13,851.15	14,266.68	14,694.69	15,135.53	15,589.60	16,057.29	16,298.15	16,542.61	16,790.76	17,042.62	17,298.26	17,557.74
S16	12,470.14	12,844.24	13,229.57	13,626.46	14,035.25	14,456.31	14,890.00	15,336.70	15,796.80	16,270.70	16,758.82	17,261.58	17,520.51	17,783.31	18,050.07	18,320.82	18,595.64	18,874.56
S17	13,405.20	13,807.36	14,221.58	14,648.23	15,087.68	15,540.30	16,006.51	16,486.71	16,981.31	17,490.75	18,015.47	18,555.93	18,834.27	19,116.78	19,403.53	19,694.59	19,990.01	20,289.86
S18	14,410.82	14,843.14	15,288.43	15,747.08	16,219.50	16,706.09	17,207.27	17,723.49	18,255.19	18,802.85	19,366.94	19,947.95	20,247.16	20,550.88	20,859.13	21,172.02	21,489.60	21,811.95
S19	15,491.63	15,956.38	16,435.07	16,928.12	17,435.96	17,959.05	18,497.82	19,052.75	19,624.33	20,213.06	20,819.46	21,444.04	21,765.70	22,092.19	22,423.57	22,759.92	23,101.32	23,447.85
S20	16,653.51	17,153.11	17,667.71	18,197.73	18,743.66	19,305.98	19,885.16	20,481.71	21,096.16	21,729.04	22,380.91	23,052.35	23,398.13	23,749.10	24,105.35	24,466.92	24,833.93	25,206.43

**NOTE:** As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.

**MANAGEMENT APPRAISAL AND PERFORMANCE PLAN  
TIER II SALARY STRUCTURE**

**EFFECTIVE OCTOBER 1, 2017**

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18
S01	4,298.65	4,427.61	4,560.43	4,697.24	4,838.17	4,983.31	5,132.81	5,286.80	5,445.40	5,608.76	5,777.03	5,950.33	6,039.59	6,130.19	6,222.13	6,315.47	6,410.20	6,506.36
S02	4,621.09	4,759.72	4,902.50	5,049.58	5,201.07	5,357.10	5,517.81	5,683.35	5,853.85	6,029.46	6,210.35	6,396.66	6,492.62	6,590.01	6,688.85	6,789.19	6,891.02	6,994.40
S03	4,967.62	5,116.66	5,270.16	5,428.25	5,591.09	5,758.83	5,931.60	6,109.56	6,292.84	6,481.61	6,676.07	6,876.36	6,979.50	7,084.20	7,190.44	7,298.30	7,407.78	7,518.90
S04	5,340.24	5,500.45	5,665.47	5,835.43	6,010.48	6,190.80	6,376.52	6,567.81	6,764.86	6,967.80	7,176.84	7,392.14	7,503.03	7,615.56	7,729.82	7,845.75	7,963.44	8,082.90
S05	5,740.80	5,913.03	6,090.42	6,273.13	6,461.32	6,655.16	6,854.83	7,060.47	7,272.28	7,490.45	7,715.17	7,946.63	8,065.81	8,186.82	8,309.60	8,434.26	8,560.76	8,689.18
S06	6,171.22	6,356.36	6,547.05	6,743.45	6,945.77	7,154.15	7,368.77	7,589.83	7,817.52	8,052.04	8,293.60	8,542.41	8,670.55	8,800.60	8,932.61	9,066.62	9,202.60	9,340.64
S07	6,634.07	6,833.09	7,038.08	7,249.22	7,466.70	7,690.70	7,921.42	8,159.06	8,403.83	8,655.94	8,915.63	9,183.10	9,320.85	9,460.65	9,602.57	9,746.61	9,892.81	10,041.21
S08	7,131.66	7,345.61	7,565.97	7,792.96	8,026.74	8,267.54	8,515.57	8,771.04	9,034.17	9,305.19	9,584.35	9,871.88	10,019.96	10,170.26	10,322.81	10,477.66	10,634.82	10,794.34
S09	7,666.69	7,896.69	8,133.59	8,377.60	8,628.92	8,887.79	9,154.43	9,429.06	9,711.94	10,003.29	10,303.39	10,612.48	10,771.68	10,933.26	11,097.24	11,263.72	11,432.66	11,604.16
S10	8,241.68	8,488.92	8,743.59	9,005.90	9,276.07	9,554.37	9,841.00	10,136.22	10,440.30	10,753.52	11,076.13	11,408.41	11,579.53	11,753.23	11,929.53	12,108.47	12,290.10	12,474.45
S11	8,859.75	9,125.54	9,399.32	9,681.30	9,971.72	10,270.89	10,579.02	10,896.39	11,223.27	11,559.98	11,906.78	12,263.98	12,447.94	12,634.66	12,824.17	13,016.54	13,211.78	13,409.96
S12	9,524.04	9,809.76	10,104.05	10,407.16	10,719.38	11,040.96	11,372.19	11,713.35	12,064.76	12,426.70	12,799.50	13,183.49	13,381.24	13,581.95	13,785.69	13,992.48	14,202.36	14,415.38
S13	10,238.70	10,545.86	10,862.24	11,188.10	11,523.75	11,869.45	12,225.54	12,592.30	12,970.07	13,359.17	13,759.95	14,172.75	14,385.35	14,601.13	14,820.13	15,042.45	15,268.07	15,497.09
S14	11,006.57	11,336.76	11,676.86	12,027.17	12,387.99	12,759.63	13,142.41	13,536.69	13,942.79	14,361.07	14,791.90	15,235.66	15,464.19	15,696.17	15,931.60	16,170.57	16,413.14	16,659.33
S15	11,832.13	12,187.09	12,552.70	12,929.29	13,317.16	13,716.67	14,128.17	14,552.01	14,988.58	15,438.24	15,901.39	16,378.44	16,624.11	16,873.46	17,126.58	17,383.47	17,644.23	17,908.89
S16	12,719.54	13,101.12	13,494.16	13,898.99	14,315.96	14,745.44	15,187.80	15,643.43	16,112.74	16,596.11	17,094.00	17,606.81	17,870.92	18,138.98	18,411.07	18,687.24	18,967.55	19,252.05
S17	13,673.30	14,083.51	14,506.01	14,941.19	15,389.43	15,851.11	16,326.64	16,816.44	17,320.94	17,840.57	18,375.78	18,927.05	19,210.96	19,499.12	19,791.60	20,088.48	20,389.81	20,695.66
S18	14,699.04	15,140.00	15,594.20	16,062.02	16,543.89	17,040.21	17,551.42	18,077.96	18,620.29	19,178.91	19,754.28	20,346.91	20,652.10	20,961.90	21,276.31	21,595.46	21,919.39	22,248.19
S19	15,801.46	16,275.51	16,763.77	17,266.68	17,784.68	18,318.23	18,867.78	19,433.81	20,016.82	20,617.32	21,235.85	21,872.92	22,201.01	22,534.03	22,872.04	23,215.12	23,563.35	23,916.81
S20	16,986.58	17,496.17	18,021.06	18,561.68	19,118.53	19,692.10	20,282.86	20,891.34	21,518.08	22,163.62	22,828.53	23,513.40	23,866.09	24,224.08	24,587.46	24,956.26	25,330.61	25,710.56

**NOTE:** As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.

**MANAGEMENT APPRAISAL AND PERFORMANCE PLAN  
TIER II SALARY STRUCTURE**

**EFFECTIVE APRIL 1, 2018**

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18
S01	4,384.62	4,516.16	4,651.64	4,791.18	4,934.93	5,082.98	5,235.47	5,392.54	5,554.31	5,720.94	5,892.57	6,069.34	6,160.38	6,252.79	6,346.57	6,441.78	6,538.40	6,636.49
S02	4,713.51	4,854.91	5,000.55	5,150.57	5,305.09	5,464.24	5,628.17	5,797.02	5,970.93	6,150.05	6,334.56	6,524.59	6,622.47	6,721.81	6,822.63	6,924.97	7,028.84	7,134.29
S03	5,066.97	5,218.99	5,375.56	5,536.82	5,702.91	5,874.01	6,050.23	6,231.75	6,418.70	6,611.24	6,809.59	7,013.89	7,119.09	7,225.88	7,334.25	7,444.27	7,555.94	7,669.28
S04	5,447.04	5,610.46	5,778.78	5,952.14	6,130.69	6,314.62	6,504.05	6,699.17	6,900.16	7,107.16	7,320.38	7,539.98	7,653.09	7,767.87	7,884.42	8,002.67	8,122.71	8,244.56
S05	5,855.62	6,031.29	6,212.23	6,398.59	6,590.55	6,788.26	6,991.93	7,201.68	7,417.73	7,640.26	7,869.47	8,105.56	8,227.13	8,350.56	8,475.79	8,602.95	8,731.98	8,862.96
S06	6,294.64	6,483.49	6,677.99	6,878.32	7,084.69	7,297.23	7,516.15	7,741.63	7,973.87	8,213.08	8,459.47	8,713.26	8,843.96	8,976.61	9,111.26	9,247.95	9,386.65	9,527.45
S07	6,766.75	6,969.75	7,178.84	7,394.20	7,616.03	7,844.51	8,079.85	8,322.24	8,571.91	8,829.06	9,093.94	9,366.76	9,507.27	9,649.86	9,794.62	9,941.54	10,090.67	10,242.03
S08	7,274.29	7,492.52	7,717.29	7,948.82	8,187.27	8,432.89	8,685.88	8,946.46	9,214.85	9,491.29	9,776.04	10,069.32	10,220.36	10,373.67	10,529.27	10,687.21	10,847.52	11,010.23
S09	7,820.02	8,054.62	8,296.26	8,545.15	8,801.50	9,065.55	9,337.52	9,617.64	9,906.18	10,203.36	10,509.46	10,824.73	10,987.11	11,151.93	11,319.18	11,488.99	11,661.31	11,836.24
S10	8,406.51	8,658.70	8,918.46	9,186.02	9,461.59	9,745.46	10,037.82	10,338.94	10,649.11	10,968.59	11,297.65	11,636.58	11,811.12	11,988.29	12,168.12	12,350.64	12,535.90	12,723.94
S11	9,036.95	9,308.05	9,587.31	9,874.93	10,171.15	10,476.31	10,790.60	11,114.32	11,447.74	11,791.18	12,144.92	12,509.26	12,696.90	12,887.35	13,080.65	13,276.87	13,476.02	13,678.16
S12	9,714.52	10,005.96	10,306.13	10,615.30	10,933.77	11,261.78	11,599.63	11,947.62	12,306.06	12,675.23	13,055.49	13,447.16	13,648.86	13,853.59	14,061.40	14,272.33	14,486.41	14,703.69
S13	10,443.47	10,756.78	11,079.48	11,411.86	11,754.23	12,106.84	12,470.05	12,844.15	13,229.47	13,626.35	14,035.15	14,456.21	14,673.06	14,893.15	15,116.53	15,343.30	15,573.43	15,807.03
S14	11,226.70	11,563.50	11,910.40	12,267.71	12,635.75	13,014.82	13,405.26	13,807.42	14,221.65	14,648.29	15,087.74	15,540.37	15,773.47	16,010.09	16,250.23	16,493.98	16,741.40	16,992.52
S15	12,068.77	12,430.83	12,803.75	13,187.88	13,583.50	13,991.00	14,410.73	14,843.05	15,288.35	15,747.00	16,219.42	16,706.01	16,956.59	17,210.93	17,469.11	17,731.14	17,997.11	18,267.07
S16	12,973.93	13,363.14	13,764.04	14,176.97	14,602.28	15,040.35	15,491.56	15,956.30	16,434.99	16,928.03	17,435.88	17,958.95	18,228.34	18,501.76	18,779.29	19,060.98	19,346.90	19,637.09
S17	13,946.77	14,365.18	14,796.13	15,240.01	15,697.22	16,168.13	16,653.17	17,152.77	17,667.36	18,197.38	18,743.30	19,305.59	19,595.18	19,889.10	20,187.43	20,490.25	20,797.61	21,109.57
S18	14,993.02	15,442.80	15,906.08	16,383.26	16,874.77	17,381.01	17,902.45	18,439.52	18,992.70	19,562.49	20,149.37	20,753.85	21,065.14	21,381.14	21,701.84	22,027.37	22,357.78	22,693.15
S19	16,117.49	16,601.02	17,099.05	17,612.01	18,140.37	18,684.59	19,245.14	19,822.49	20,417.16	21,029.67	21,660.57	22,310.38	22,645.03	22,984.71	23,329.48	23,679.42	24,034.62	24,395.15
S20	17,326.31	17,846.09	18,381.48	18,932.91	19,500.90	20,085.94	20,688.52	21,309.17	21,948.44	22,606.89	23,285.10	23,983.67	24,343.41	24,708.56	25,079.21	25,455.39	25,837.22	26,224.77

**NOTE:** As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.

Section 3.

It is the intent of the parties that the exclusive management, control, and administration of the MAPP shall be at the discretion of the County. Any and all changes, modifications or termination of the MAPP is at the discretion of the Chief Executive Officer. The County shall consult with the PMA prior to implementing any changes or termination of the MAPP. Any and all future changes the County makes to the MAPP concerning non-represented MAPP employees shall be extended to and made applicable to bargaining unit employees.

Section 4.

Sections 1, 2, and 3 of this Article shall not be subject to the Grievance Procedure Article and shall not be subject to arbitration.

Section 5.NON-MAPP PARTICIPANT CLASS –  
ASSISTANT PROBATION DIRECTOR

- A. The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to Assistant Probation Directors effective on the date as indicated. County Code Section 6.100.020 (F) remains applicable to the classification # 8612 Assistant Probation Director.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
8612	ASSISTANT PROBATION DIRECTOR	CURRENT		99H	6244.55	7757.64
		10/01/2015		100J	6431.82	7990.36
		10/01/2016		101K	6624.64	8229.82
		10/01/2017		102G	6756.82	8393.82
		04/01/2018		103D	6891.27	8560.82

ME TOO PROVISION THAT BARGAINING UNIT 703 SHALL RECEIVE THE SAME COUNTY-WIDE GENERAL COST OF LIVING SALARY ADJUSTMENT AS ALL OTHER COUNTY BARGAINING UNITS.

- B. The parties, having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, 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.
- C. Full-time permanent employees holding the classification of Assistant Probation Director 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.

- D. If no performance review is filed as defined in C 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 C above, the employee may request his/her Department Head 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 Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

- E. Grievances arising out of this section shall be processed as follows:

1. Where no Performance Evaluation has been issued in accordance with Paragraph D above, the employee may file a grievance with the Department of Human Resources. If the Director 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 decision shall be processed in accordance with Civil Service Rules.

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

ARTICLE 32      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 33      EMPLOYEE BENEFITSSection 1.

It is the intent of the parties that during the term of this agreement permanent employees in Bargaining Unit 703 shall continue to receive all employee benefits that they currently have, on the same basis and level of benefit, subsidy or otherwise, as that provided currently for non-represented employees and as more fully set forth in the Los Angeles County Code, for non-represented employees, including but not limited to the following benefits: Mega-Flex and the Flexible Benefit Programs; Holidays; Sick Leave; Bereavement Leave; Deferred Compensation Plan; Saving Plan; Life Insurance; Annual Leave; Leave Donation; Retirement; and Mileage.

Section 2.

The County shall not discriminate against non-represented employees upon certification of a bargaining unit; class accretion, promotion, reclassification or transfer, into the bargaining unit or otherwise restrict participation in any of the employee benefits set forth above including the Flex/Mega-Flex Program, deferred compensation, savings plan or other employee benefit programs, as currently provided to non-represented employees, on the basis of the exercise of their bargaining rights as provided for in California Government Code Section 3500-3511.

Section 3.

It is the intent of the parties that during the term of the agreement any new employees hired, promoted or transferred into Bargaining Unit 703 shall be entitled to the same employee benefits and on the same level and subject to the same conditions, as that provided for employees currently in the bargaining unit.

Section 4.

It is the intent of the parties that the exclusive management, control, and administration of the Flex/Mega-Flex Program, Deferred Compensation (457) and Saving Plan (401k) shall be at the sole discretion of the County. Any and all current future changes, modification or termination of the Flex/Mega-Flex Program, Deferred Compensation or Saving Plan, is at the sole discretion of County Management, as directed by the Board of Supervisors, subject to the County meeting and consulting with the PMA prior to implementing any said changes or termination of the Flex/Mega-Flex Program, Deferred Compensation and Savings Plans.

Any and all future changes the County makes to the Flex/Mega-Flex Program, Deferred Compensation and Saving Plan for non-represented employees, including contributions, plan design and benefit changes shall be extended to and shall become a part of this Agreement and made applicable to employees in the Bargaining Unit.

It is the intent of the parties that the County will continue to exercise its sole discretion to manage, administer and control the employee benefit programs enumerated in this Article for employees in this Unit, on the same basis and subject to the same conditions as provided for non-represented employees.

It is the intent of the parties that the provisions of this Article shall not be subject to the Grievance Procedures Article and is expressly excluded from Arbitration.

ARTICLE 34WORK HOURS AND SCHEDULES

Work hours and schedules for bargaining unit employees shall be set at the Department Head's discretion consistent with the operations of the Probation department.

ARTICLE 35      COMPENSATORY TIME / OVERTIMESection 1.      FLSA Exempt Class

Exempt employees are not eligible to receive additional compensation for hours worked in excess of 40 in the workweek. Exempt employees shall accrue approved compensatory time, according to the Full/Day CTO Method only when a substantial full shift (3 hours or more) or work has been performed beyond the regularly scheduled workday. The accumulated compensatory time can only be taken in 8 hour increments.

Exempt employees on a 9/80 alternate work schedule are not required to claim extra time to cover holidays that fall on a day other than their RDO or short day.

Exempt employees are not required to claim leave time for absences of less than a full shift; however, prior approval, which shall not be unreasonably denied, is required for absences during assigned working hours.

Section 2.      FLSA Covered Classes

FLSA Covered Classes shall be governed in accordance with Los Angeles County Code Chapter 6.15 – OVERTIME FOR FLSA COVERED AND OTHER NONSALARIED EMPLOYEES.

ARTICLE 36ALTERNATIVES TO LAYOFFSSection 1.Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 2, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) taking action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2.Department of Human Resources (DHR)

DHR shall coordinate with departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to

workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions DHR and CEO shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

DHR and departmental management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3.                      Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4.                      Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, DHR and departmental management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5.            Notice Provisions for Layoffs and Demotions

To the greatest extent feasible DHR and/or department management will give ten (10) business days' notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 37TRANSFERSSection 1.Voluntary Transfers

Any employee covered herein may submit a written request for transfer through their chain of command along with a copy to the Human Resource Division. The employee seeking transfer may include a resume of their training and experience and the reason for their request. Written request to transfer shall be retained for a period of one (1) year. An employee whose request for transfer was not granted will need to submit another request for transfer after one (1) year.

Section 2.Involuntary Transfers

When it becomes necessary to transfer an employee on an involuntary basis, Management will make every effort to give the employee at least ten (10) business days written notice. In the event of involuntary transfer, Management will give consideration to, among other things, the employee's seniority, experience, geographic location of the work assignment and distance from the employee's residence, academic training and skills, and operational needs.

ARTICLE 38      GRIEVANCE GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreement between the PMA and Management concerning the interpretation or application of any of the provisions of this MOU 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:

- A. Where PMA has reason to believe that Management is not correctly interpreting or applying any of the provisions of this MOU, the PMA may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the department head involved and the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the knowledge of such occurrence and 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 ten (10) business days of such meeting, and in the event the matter is not satisfactory resolved, PMA shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter.

- C. Within ten (10) business days after the meeting, Management's principal representative will respond to PMA in writing setting forth Management's decision and the reason therefore.
- D. Within ten (10) business days after receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 9, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 9 of this MOU.

It is further understood that this Article is not intended as a substitute alternative for the grievance procedure set forth in Article 9 of this MOU. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreement arising from the application of the terms of this MOU affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 9 hereof.

ARTICLE 39      ADVANCED EDUCATION DEGREE BONUS

Persons who are employed by the Probation Department in a permanent full-time position covered by this Memorandum of Understanding who have a Master's Degree from an accredited university in the field of Criminal Justice; Social Work; Psychology; Sociology; MFT; Counseling; Public Administration or closely related field as determined by the Probation Department will receive a 2% bonus.

The education bonus will become effective the first pay period following written proof provided by the employee to the Probation Department's Human Resource Office in the form of official transcripts.

Compensation pursuant to this section shall not constitute a base rate bonus.

This section is not subject to the grievance and or arbitration provisions of this MOU.

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.

AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES  
LOCAL 1967

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

By Andrea L. Gordon  
Andrea Gordon  
President, Local 1967

By Sachi A. Hamai  
Sachi A. Hamai  
Interim Chief Executive Officer

By Treneir Woodland  
Treneir Woodland

By Deborah L. Weathersby  
Deborah Weathersby

By Delia Munoz  
Delia Munoz

By Rob Valles by Andrea L. Gordon  
Rob Valles

By Harold Solomon  
Harold Solomon

By Frank Trejo  
Frank Trejo

By Jeffrey Probasco  
Jeffrey Probasco

By James Phelps  
James Phelps

By Donald Washington by Andrea L. Gordon  
Donald Washington, Labor Negotiator and Counsel for AFSCME Local 685

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

APPENDIX II

## REVIEW OF SPECIFIC BU 703 CLASSES

As a result of good faith discussions occurring during the 2015-2018 collective bargaining process, the CEO Classification Division, in conjunction with the CEO Compensation Division, shall conduct a review of the below listed unit classes to review whether recent legislative changes (e.g., Realignment AB 109 & SB 678) warrant upward movement on the MAPP Salary Grid.

Probation Director, Item 8620

Services Director, Probation, Item 8028

Head Central Records Probation, Item 1186

The PMA will be notified regarding the results of the review.

This Appendix shall not be subject to the grievance and / or arbitration provisions of this MOU.

## APPENDIX

### EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

#### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

#### Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

#### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

#### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

#### Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to a pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

#### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

#### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

#### Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to **determine** if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

#### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

#### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

#### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

**SWHD**  
U.S. Wage and Hour Division

WHD Publication 1420 Revised January 2009

MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
REGARDING THE  
SUPERVISING CHILD SUPPORT OFFICERS

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 3<sup>rd</sup> day of  
November, 2015,

BY AND BETWEEN

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

AND

AFSCME COUNCIL 36, LOCAL 1083,  
SUPERVISING CHILD SUPPORT  
OFFICERS (hereinafter referred to as  
"AFSCME Local 1083").

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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, AFSCME, Council 36 was certified on June 23, 2008, by the County Employee Relations Commission (Employee Relations Commission File No. CP 01-08 as the majority representative of County employees in the Supervising Child Support Officers Unit (hereinafter "unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes Supervising Child Support Officers, AFSCME, Local 1083 as the certified exclusive 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 as Supervising Child Support Officers (SCSO's).

ARTICLE 2            IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County 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 ratification of 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            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) 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

B.     SCSO/AFSCME, Local 1083 principal authorized agent for service of process shall be:

Executive Board, AFSCME, Local 1083, AFL-CIO (address: 514 Shatto Place, Los Angeles, CA 90020, Telephone: (213) 487-9887).

C.     Mailing Address for all other correspondence shall be:

AFSCME Local 1083

P.O. Box 1433

West Covina, CA 91793

ARTICLE 4      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 Supervising Child Support Officers 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 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 AFSCME, Local 1083 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, sexual orientation, gender identity, gender expression, marital status, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 6      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 12:00 a.m. on October 1, 2015. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2018.

ARTICLE 7      RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 1 through May 31, 2018, its written request to commence negotiations as well as its full and entire written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than 30 days after such receipt or June 1, 2018, whichever is later. An impasse concerning the items under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2018, unless the parties mutually agree to continue negotiations.

#### Reopener

During the term of the MOU, if any other bargaining unit which currently does not receive a longevity bonus should successfully negotiate a longevity bonus, the County agrees to reopen negotiations with AFSCME Local 1083/Unit 725 for a longevity bonus. This provision will expire on September 30, 2018.

ARTICLE 8            UNION NEGOTIATION COMMITTEE – RELEASE TIME

Members of Unit 725, not to exceed a total of five (5), who upon request of the Union, are excused from their regular assignment for the purpose of attending and/or participating in negotiating sessions or union caucuses, shall suffer no loss of regular pay. Time lost from regularly scheduled work and spent in negotiations shall be computed as time worked for payroll purposes.

## ARTICLE 9            GRIEVANCE PROCEDURE

### Section 1.            Purpose

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

### Section 2.            Definitions

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/her immediate supervisor.
3.     "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

### Section 3.            Responsibilities

1.     The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time. The Union agrees to encourage an employee who files a formal written grievance, to state

clearly and concisely the specific action(s) being grieved, article(s) violated, and the specific remedy requested.

2. Departmental Management has the responsibility to:
  - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
  - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

#### Section 4.            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 5                      General Provisions

1. An employee involved in the processing of his/her grievance may do so without loss of compensation provided that he/she accomplishes all phases of preparation and presentation in a reasonable and expeditious manner.
2. An employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent him/her in formal grievance meetings. Subject to mutual agreement, considering the nature and complexity of the grievance, the employee may have additional representative(s).
3. Only county employees in this Unit or authorized SCSO, AFSCME Local 1083 representatives as specified in Article 35, AFSCME Representation and Work Access, may be selected by an employee to represent him/her in formal grievance meetings.
4. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/herself

from his/her duties to attend a grievance meeting. A County employee selected as a representative in a grievance shall not receive compensation from Los Angeles County for any time spent investigating or processing the grievance unless the employee's name is supplied to Management as required in Article 33.

5. If the employee elects to be represented by any person in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
6. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.
7. AFSCME, Local 1083 has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms of this MOU.
8. If AFSCME Local 1083 representative elects to attend any formal grievance meeting, he/she must inform departmental management prior to such meeting. The department may also designate a Management representative to be present at such meeting.

9. Bargaining Unit members who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses and attend formal grievance hearings on paid County time.

## Section 6.            Procedures

### 1.    Step 1

- 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/her 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 requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.
- B. Within ten (10) business days of the receipt of grievance, the immediate supervisor shall meet with the parties involved and shall give a written decision to the employee using the original copy of the grievance.

### 2.    Step 2.

- A. Within ten (10) business days from his/her receipt of the immediate supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of

Management as previously indicated by the employee's Department Head.

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

- B. Within ten (10) business days from receipt of the grievance, the Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. If the employee is represented by the Union, a copy of the decision will be given to the Union Representative.

3. Step 3.

- A. Within ten (10) business days from his/her receipt of the decision resulting from the Step 2, or if Step 2 is waiver, the decision at Step 1, and the employee may appeal to the Hearing Officer Designated by the Employee Relations Division using the original copy of the grievance.
- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision to the employees with ten (10) days of holding the meeting. However, the Department Head or designate is not limited to

denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the AFSCME Local 1083 shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

#### Section 7.            Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, AFSCME Local 1083, 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/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.
- 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. 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. Management shall notify the Union within fifteen business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.

3. In the event AFSCME Local 1083, desires to request that a grievance, which meets the requirement 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 Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list.

The party to strike the first name will be determined by chance. The parties shall alternately strike one name each from the panel and the last name left shall be appointed as the arbitrator in the case by the Employee Relations Commission. Arbitration procedures conducted under the authority of this article shall be held at an appropriate location in the County Hall of Administration except when another location is mutually agreed upon by the parties.

5. 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. 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.

6. Prior to a hearing by an arbitrator, a representative of the County and AFSCME Local 1083 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 AFSCME Local 1083 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.
7. 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.
8. The decision of the arbitrator shall be binding upon AFSCME Local 1083. 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. AFSCME Local 1083 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.

9. 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

Non-Discrimination

Implementation

Term

Renegotiation

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Leaves of Absence

ARTICLE 10      GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 9, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 9, Section 7, can be submitted to grievance mediation. Both AFSCME Local 1083 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 1083 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by outside Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 1083, and the grievant. The final agreement shall be binding on all parties.

Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 11      GRIEVANCES – GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between AFSCME Local 1083 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where AFSCME, Local 1083 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, AFSCME, Local 1083 may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and 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 ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, AFSCME, Local 1083 shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.
- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to AFSCME, Local 1083 in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 7, Subsection 2 of Article 9, the disagreement may be submitted to arbitration in accordance with the provisions of Section 7 of Article 9 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 9 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 9 thereof.

ARTICLE 12            EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 7, Arbitration, of Article 9, 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.

- 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 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/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 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

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Leaves of Absence

ARTICLE 13      PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1.      Deductions and Dues

It is agreed that AFSCME 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 or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

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

Section 2.      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, and non-labor charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Service Code.

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

Section 4.            Agency Shop

It is mutually agreed by the parties that this Bargaining Unit is an agency shop Bargaining Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5.            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 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6.            Security Clause

Any employees in this unit who have authorized AFSCME dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such AFSCME dues during the period August 10 through August 31, 2018, by notifying AFSCME of their termination of AFSCME dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. AFSCME 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 7.            Union Responsibilities - Hudson Notice

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

Section 8.            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 AFSCME and that all employees subject to the Memorandum of Understanding must either join AFSCME; pay a Fair Share Fee equal to AFSCME dues; or pay an Agency Shop Fee to AFSCME; 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 AFSCME 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 AFSCME 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 AFSCME dues from the regular pay warrants of such employee.

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

Section 9.                    List of New Employees/Separations

The County will furnish the AFSCME with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, home address, phone number (if known) employee number, date of hire into the Bargaining Unit, item step, salary rate, classification, title, item number, item sub, 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. Such list 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.

Section 10.                Indemnification Clause

AFSCME 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 14MANAGEMENT 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 15      FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. 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 existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. This Article is not intended to negate or eliminate past practice as a factor establishing agreement in practice between the parties.
- B. It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term. It is recognized that during such term 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 AFSCME, Local 1083 indicating the proposed change prior to its implementation. Nothing herein shall limit the authority of Management to make necessary changes during emergencies or when required to do so by law. Management shall notify AFSCME, Local 1083 of changes resulting from emergent or legal requirements as soon as practicable. AFSCME, Local 1083 shall notify Management within five (5) working days from the receipt of such notice if it desires to consult with Management. Nothing contained herein shall prevent the Union from grieving the effect of such change in accordance with the grievance procedure contained herein. Failure by AFSCME, Local 1083 to request consultation, pursuant to Paragraph B, shall not be deemed as approval of any action taken by the County.

- C. 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 subject or matter covered herein or with respect to any other matters within the scope of negotiations during the term of the Memorandum of Understanding.
- D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not 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.
- E. 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 16PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, including the Americans with Disabilities Act, 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.

ARTICLE 17      EMPLOYEE LISTS AND VACANCY NOTICESEmployee Lists

CSSD shall provide AFSCME Local 1083 President a list of employees in this bargaining unit once per quarter. The list will include employee name, home address, phone number (if known) employee number, item number salary and division. AFSCME shall pay for the costs of producing this list at a charge to be determined by the Auditor-Controller, but not to exceed one hundred dollars as defined above.

Vacancy Notices

Vacancies shall be posted according to CSSD procedures. AFSCME will be informed regarding the method of access to the vacancy listing.

ARTICLE 18      IDENTIFICATION OF EMPLOYEES/EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, AFSCME, Local 1083, representatives may arrange to meet with new employees to the unit on County time for the sole purpose of providing employees information regarding AFSCME, Local 1083, Union membership.

AFSCME Local 1083 representatives shall be notified of and allowed to participate in new supervisor orientations within 30 days of the employee's effective date of promotion.

ARTICLE 19      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 Request for Proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Executive Office will arrange to meet with representatives of the Union 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 have not already been negotiated.

ARTICLE 20      STRIKES AND LOCKOUTS

During the life of this agreement no work stoppage, 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      PERSONNEL FILES

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

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature, and the signatory 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 shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability 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 and approved leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on, or attached to, such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read, "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of the envelope.

Upon reviewing his/her personnel file, an employee may request and have any written warnings or reprimand(s) issued more than one (1) year prior to the date of the request removed from his/her personnel file except as such may be a part of an official permanent record.

If the department takes disciplinary action against an employee, the department, upon request of the employee, will furnish the employee copies of any documents or written statements used by the department as a basis for its action. No non-related work material shall be introduced into the file.

ARTICLE 22      LEAVES OF ABSENCESection 1.      Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2.      Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3.      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 primary care giver (physician, nurse practitioner or nurse mid-wife), 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. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4.            Family Leave

- A.    The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B.    The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.

- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 5.            Jury Duty and Witness Leave

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

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

Section 6.            Bereavement Leave

The provisions of Los Angeles County Code Section 6.20.080 regarding Bereavement Leave shall apply to SCSOs.

ARTICLE 23      EMPLOYEE PAYCHECK ERRORSA. 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 24      EMPLOYEE PARKING

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

ARTICLE 25      HEALTH AND SAFETYSection 1.      Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. Employees are responsible for performing each work assignment in the safest manner possible. The success of the CSSD Safety Program depends upon compliance with safety regulations. Failure to adhere to any policies and procedures enumerated in any of Health and Safety sections or the CSSD Safety Program may be subject to discipline.

AFSCME Local 1083 will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment and conditions and to report any such unsafe practices, or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his or her AFSCME Steward to the local facility safety officer or the departmental safety officer, if there is no local safety officer.

On any matter of safety that is not resolved by the safety officer within a reasonable period of time, the AFSCME Local 1083 Steward may meet with the safety officer who will respond in writing.

If the AFSCME Local 1083 Steward is not satisfied with the response of the safety officer, an AFSCME Local 1083 business agent may request a meeting between Management and the Union.

## Section 2                      First Aid Kits

The departmental safety officer or appropriate representative will maintain first aid kits at all work facilities.

## Section 3                      Safety Procedures

- A. Safety standards shall be developed and consulted at the time that leases are reviewed for CSSD worksites.
- B. Designated emergency exits will be in compliance with applicable County, Cal OSHA, and Fire Marshall requirements.
- C. An annual earthquake and an annual evacuation drill shall be conducted at all CSSD facilities for all worksite staff. AFSCME Local 1083 shall be notified within 30 days after the execution of the drills.
- D. Management will install and maintain panic buzzers in interview rooms at CSSD facilities.
- E. SCSOs will be informed of threats as necessary and appropriate.

- F. SCSOs will upon assignment to a new work location be provided in writing with emergency evacuation procedures within five (5) days of their arrival to the new work location.
- G. Security guards shall be provided with the authority to restrain, detain and remove individuals at Public Contact CSSD facilities.

ARTICLE 26      JOINT LABOR MANAGEMENT COMMITTEE

Upon adoption of a Memorandum of Understanding by the Board of Supervisors, the parties agree to establish a Joint Labor-Management committee to consult in accordance with the Employee Relations Ordinance.

The Committee shall not exceed a total of twelve (12) members, unless the parties agree otherwise. Management may appoint up to six (6) members to the committee. The Union may select up to six (6) members of the bargaining unit as representatives to the Committee, not-to-exceed one supervisor from each division or unit.

The committee shall have authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations ordinance and the Public Records Act.

## ARTICLE 27      SALARIES

### Section 1.

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit 725 effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
1616	SUPERVISING CHILD SUPPORT OFFICER	CURRENT	NM	89A	4679.00	6137.00
		10/01/2015	NM	90B	4820.00	6321.73
		10/01/2016	NM	91C	4964.73	6511.36
		10/01/2017	NM	91L	5063.64	6640.82
		04/01/2018	NM	92H	5165.09	6773.45

### Section 2.

The parties having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, 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 3.      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 Head 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 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 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 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 AFSCME Local 1083 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.

ARTICLE 28      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 the 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 29      EMPLOYEE BENEFITSSection 1.

It is the intent of the parties that during the term of this agreement permanent employees in the Bargaining Unit in the job classification of Supervising Child Support Officer, shall continue to receive all employee benefits that they currently have, on the same basis and level of benefit, subsidy or otherwise, as that provided currently for non-represented employees and as more fully set forth in the Los Angeles County Code, for non-represented employees, including but not limited to the following employee benefits:

- Mega-Flex and the Flexible Benefit Programs
- Holidays
- Sick Leave
- Bereavement Leave
- Deferred Compensation Plan
- Savings Plan
- Life Insurance
- Vacation
- Leave Donation
- Retirement
- Mileage
- Bilingual Bonus

Section 2.

The County shall not discriminate against non-represented employees upon certification of a bargaining unit; class accretion, promotion, reclassification or transfer, into the bargaining unit or otherwise restrict participation in any of the employee benefits set forth above including the Flex/Mega-Flex Program, deferred compensation, savings plan or other employee benefit programs, as currently provided to non-represented employees, on the basis of the exercise of their bargaining rights as provided for in California Government Code Section 3500-3511.

Section 3.

It is the intent of the parties that during the term of the agreement any new employees hired, promoted or transferred to the classification of Supervising Child Support Officer, shall be entitled to the same employee benefits and on the same level and subject to the same conditions, as that provided for employees currently in the bargaining unit.

Section 4.

It is intent of the parties' that the exclusive management, control and administration of the Flex/Mega-Flex, Deferred Compensation (457) and Savings Plan (401k) shall be at the sole discretion of the County. Any and all current future changes, modification or termination of the Flex/Mega-Flex, Deferred Compensation or Savings Plan, is at the sole discretion of County Management, as directed by the Board of Supervisors, subject to the County meeting and consulting with the AFSCME Local 1083 prior to implementing any said changes or termination of the Flex/Mega-Flex, Deferred Compensation and Savings Plans.

Any and all future changes the County makes to the Flex/Mega-Flex, Deferred Compensation and Savings Plan for non-represented employees, including contributions, plan design, and benefit changes shall be extended to and shall become a part of this Agreement and made applicable to employees in this Bargaining Unit.

Section 5.

It is the intent of the parties that the County will continue to exercise its sole discretion to manage, administer and control the employee benefit programs enumerated in this Article for employees in this Unit, on the same basis and subject to the same conditions as provided for non-represented employees.

It is the intent of the parties that the provisions of this Article shall not be subject to the Grievance Procedure (Article 9) and is expressly excluded from Arbitration (Article 9, Section 7).

ARTICLE 30      OUT-OF-CLASS ASSIGNMENTSSection 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 pursuant to the conditions described below.

Section 2.      Conditions

- A. If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, Management shall upon the employee's or Union's written request for relief either:
- appoint the employee according to Civil Service Rules. If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this article is to be paid;

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

pay the employee the bonus from the date of request for relief and terminates when the conditions of this Article are no longer met.

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

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

### Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However such assignment shall not extend beyond the period of such emergency.

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\* (For the purpose of this Article, vacancies due to leaves of absence shall be defined as in the County Code Section 6.20.110)

- 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 employee's 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 31      BULLETIN BOARDS

Management agrees to furnish a dedicated bulletin board space to AFSCME, Local 1083, the size and location to be jointly determined by departmental Management and the AFSCME, Local 1083. The boards shall be used only for posting the following information:

1. Union recreational, social, and related news bulletins;
2. Union meetings;
3. Information concerning Union elections and their results;
4. Information concerning insurance and any other benefits offered to members by the Union;
5. Reports of official business of the Union, including reports of committees or the Board of Directors; and
6. Any other written material which has first been approved by the department, which approval shall not be unreasonably denied. Bulletins requiring departmental approval shall be submitted by the Union to the department's Human Resource Manager or his/her designate. The manager or designate shall approve or deny posting within three business days.

ARTICLE 32        WORK SCHEDULESSection 1.        Work Week

The work week for employees in this Unit is forty (40) hours of work in a seven (7) consecutive day period as defined by Management. A typical work week is Monday through Friday for this unit. 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 work day or work week as defined by the Los Angeles County Code.

Section 2.        Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section 3) employee's work schedules shall not be changed without written notice to the employees at least ten working days before the change is to be implemented.

Section 3.        Emergencies

Nothing herein shall limit the authority of the department head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency. An emergency condition is herein defined as an unforeseen happening requiring prompt action and is a crisis which is time limited.

#### Section 4.            Alternate Work Schedule

The 4/40 and 9/80 program are a benefit offered by the Department. Participation in the program is a privilege, not a right. Individual employee participation is subject to the needs of the Department and is at the discretion of management. Employees participating in the 4/40 or 9/80 Program shall be subject to the Department's Work Schedules policy.

Employees may request to participate in a 4/40 or 9/80 work schedule. If denied, management will respond to the employee's request within 15 calendar days with an explanation of the denial.

#### Section 5.            Telecommuting

Telecommuting is an option that management may choose to make available to qualified employees when a mutually beneficial situation exists. It is not a universal employee benefit. Employees participating in the telecommuting program shall be subject to the Department's Telecommuting policy.

Individual employees may request to telecommute. Management will select the employees to participate in telecommuting and will determine the parameters of the telecommuting program.

Employees will be deemed eligible to participate in telecommuting as Management determines that they can effectively telecommute because of their skills, work assignment, experience, prior performance, or the needs of the department. Management will respond to employees requests to telecommute within 15 calendar days and if denied management will provide an explanation of the denial.

ARTICLE 33      ALTERNATIVES TO LAYOFFSSection 1.      Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et.seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact of workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

## Section 2.      Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

## Section 3.                      Enhanced Voluntary Time-Off

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-Off program with operating departments.

Section 4                      Notice Provisions for Layoffs and Demotions

To the greatest extent feasible, the Department of Human Resources and/or Department Management will give ten (10) business days notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 34      EMPLOYEE ORGANIZATION LEAVE

AFSCME, Local 1083 may not have more than one (1) employee in the Unit on leave of absence to accept employment with the Union. 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 Union business as it is related to County functions.

AFSCME Local 1083 may request additional releases of employees to the Chief Executive Office. Said requests will be granted based on organizational needs.

The leave shall be without County pay or benefits of any kind. The employee shall however remain on the County payroll and the Union will reimburse for the cost of pay and benefits.

ARTICLE 35      AFSMCE REPRESENTATION AND WORK ACCESSSection 1.    AFSCME Representative

Authorized AFSCME Local 1083 representatives may be given access to work locations during business hours for the purpose of investigating and processing grievances, observing working conditions, posting bulletin boards, and meeting with employees while they are taking a break from their work duties. AFSCME Local 1083 agrees that its representatives will not interfere with operations of a department of any facility thereof.

Section 2.    Work Access

An AFSCME Local 1083 representative desiring access to a work location hereunder shall state the purpose of his/her visit and request the Department Head's or his/her designee's authorization within a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice.

AFSCME Local 1083 shall give to the Department Head and the Chief Executive Officer of the County of Los Angeles, a written list of all of its authorized representatives, which list shall be kept current by AFSCME Local 1083. Access to work locations will only be granted to representatives on the current list.

Section 3. Use of County Facilities

The Union may use County facilities, on prior approval, for the purpose of holding meetings to the extent that such facilities can be made available and to the extent that the use of a facility will not interfere with departmental operations.

ARTICLE 36      SPECIAL PAY PRACTICESSection 1.      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 hours' pay at the rate of time and one-half.

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 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.

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.

Section 2.            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 on a non-permanent basis for more than thirty (30) calendar days, and approved by the Department Head or designated management representative. The additional compensation provided by this article shall also be approved by the Chief Executive Office (CEO).

To qualify for this additional compensation, a full-time, permanent employee, must either perform the significant duties of a higher level class for a majority of time or be assigned on a full time basis, a special project or assignment by his or her Department Head or designated management representative. This special project or assignment must have a specific starting and ending date, or a specific time frame for completion, and must require the performance of additional higher level duties and carries additional higher level 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 the additional compensation.

An employee, or the Union on behalf of the employee, must make a written request to the employee's departmental management for the additional responsibilities bonus. If the department supports the request for the bonus, within 10 business days, the department shall notify the employee or the union in writing of its support for the bonus pursuant to this article, and that the request has been forwarded to the CEO for

evaluation and approval of the bonus. If the department does not support the request for a bonus, within 10 business days, the Department shall notify the employee or union in writing of the denial of the request for the additional responsibilities bonus.

This additional compensation shall begin on the first day the employee requests the additional responsibilities bonus provided the Department and the CEO approve the request. There shall be no retroactivity for payment of the additional compensation prior to the date of the Union's or employee's written request. The bonus shall end either when the additional responsibilities are no longer performed, or on June 30 of each year.

All Additional Responsibilities Bonuses made pursuant to this Article shall expire on June 30 of each year, and the bonus shall end unless the department requests an extension and the CEO approves the continuation of the bonus into the next fiscal year. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus.

ARTICLE 37      COMPENSATORY TIME

SCSO's are exempt employees and thus are not eligible to receive additional compensation for hours worked in excess of 40 in the workweek. The only exception is when a full additional shift or regular day off (RDO) for a 4/40 or 9/80 participant is authorized and worked. There is a maximum accrual of twenty full days or 160 hours of such compensatory time on a straight time basis at any given time.

SCSOs shall accrue compensatory overtime, according to the "Full/Day CTO Method", only when a substantial full shift (five hours or more) of work has been performed beyond the regularly scheduled workday. The accumulated overtime can only be taken in 8-hour increments.

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

SCSOs on a 4/40 or 9/80 alternate work schedule are not required to claim extra time to cover holidays that fall on a day other than their Regular Day Off (RDO) or short day.

SCSOs are not required to claim leave time for absences of less than a full shift; however, prior approval, which shall not be unreasonably denied, is required for absences during assigned working hours.

ARTICLE 38            PROFESSIONAL DEVELOPMENT AND TRAINING

Management and AFSCME Local 1083 recognize the importance of training and career development for employees within the unit.

Section 1.            Technological Change

As new technology is introduced in the work environment and is required to be used by specific employees, management will make reasonable efforts to train the affected employees in the technology.

Section 2.            Training Opportunities

An employee in the unit may request to participate in educational programs, symposiums, seminars, conferences and meetings that would lead to an increase in skills, knowledge, and understanding of the employee's current job assignment. Employee training request for County time to attend such programs shall be subject to Management approval; however, all employees shall have equal access to training opportunities.

Section 3.            Training Upon Transfer

When an employee in the unit is transferred to a new assignment within the department, the employee will be offered training on the new assignment.

Section 4.            In-Service Cross Training

In-Service Cross-training will be provided as necessary based on the business needs of the department.

## ARTICLE 39      TRANSFERS

### Section 1.      Acknowledgement

This article shall not prohibit management from assigning, transferring or promoting employees according to business needs and Civil Service Rules.

### Section 2.      Voluntary Transfers

Voluntary transfers shall be granted in accordance with the Department's Personnel Policy on Transfers. When vacancies occur the CSSD Transfer List will be reviewed prior to filling vacancies. AFSCME Local 1083's President shall receive notice of all transfers concurrent with notice to Senior Management.

The department shall amend its Transfer Policy to allow for only one voluntary transfer choice of SCSOs.

### Section 3.      Involuntary Transfers

Management shall provide employees with a 10-day notice prior to the effective date of any involuntary transfer except in case of an emergency.

If employees are involuntarily transferred to a location that is neither their first or second choice, they will remain on the voluntary transfer list. There shall be no waiting period for an employee that is involuntarily transferred to submit a voluntary transfer request.

Section 4.            Emergencies

Nothing herein shall limit the authority of the department head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency. An emergency condition is herein defined as an unforeseen happening requiring prompt action and is a crisis which is time limited.

ARTICLE 40      AFSCME LOCAL 1083 STEWARDS AND OFFICERS

Section 1.

It is agreed and understood by the parties of this Memorandum of Understanding that there shall be a reasonable number of AFSCME stewards per CSSD facility for this unit. Only an employee who has passed his/her initial probation period and who Management has designated to be a permanent employee shall be eligible for appointment as a steward.

Section 2.

AFSCME, Local 1083 shall give to management a written list of the names of employees selected as stewards/officers, which list shall be kept current by the Union.

Section 3.

AFSCME, Local 1083 agrees, whenever investigation or processing of formal grievances and/or disciplinary actions initiated by the department are to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. Stewards/Officers, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform him/her 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 steward/officer will be informed when time will be made available.

Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday and legal holidays after the time of the steward/officer's request, unless otherwise mutually agreed to.

Prior to entering other work locations, the steward/officer shall inform the cognizant supervisor of the nature of his/her business. Permission to leave the job will be granted to the employee involved, unless such absence would cause an undue interruption of work. If the employee cannot be made available, the steward/officer will be informed when the employee will be made available.

#### Section 4.

Management agrees a steward/officer will not be discriminated against.

#### Section 5.

The Union President (or his/her designee) shall be afforded reasonable time off without loss of pay to perform the responsibilities of his/her position.

In the event that the Union President chooses to designate another official for a specific task (e.g., a grievance hearing), the Union President or AFSCME Business Representative will notify the County of the designee and the expected time needed for completion of the task.

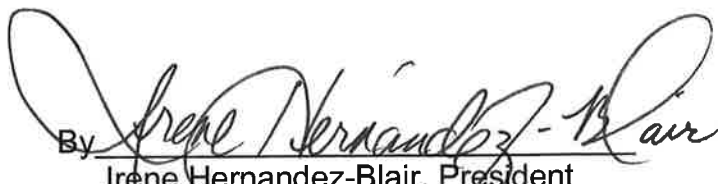
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

AFSCME LOCAL 1083  
REPRESENTATIVES

By   
\_\_\_\_\_  
Tris Carpenter  
AFSCME Business Representative

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

By   
\_\_\_\_\_  
Sachi A. Hamai  
Interim Chief Executive Officer

By   
\_\_\_\_\_  
Irene Hernandez-Blair, President  
AFSCME Local 1083

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
REGARDING THE  
DEPUTY DISTRICT ATTORNEYS

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 3<sup>rd</sup> day of  
November, 2015,

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 DISTRICT ATTORNEY'S  
(hereinafter referred to as "ADDA")

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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 the County Board of Supervisors.

ARTICLE 2      RECOGNITIONSection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, the Association of Deputy District Attorneys (ADDA) was certified on March 24, 2008, by the County Employee Relations Commission as the majority representative of County employees in Bargaining Unit 801 (Deputy District Attorneys I, II, III and IV) previously found to be an appropriate unit by the Employee Relations Commission. Management hereby recognizes the ADDA as the certified exclusive bargaining representative of the employees in said unit. The term "employee" or "employees" as used herein shall refer only to employees employed by the County in said Unit.

ARTICLE 3      IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County 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 the date of Board of Supervisors approval. 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 15, Management Rights, which differ from Section 5 of the Employee Relations Ordinance, shall be implemented only by mutual agreement of the parties.

ARTICLE 4      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) 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
- B. ADDA's principal authorized agent shall be its President (Address: c/o AFSCME District Council 36 514 S. Shatto Place, Los Angeles, CA 90020, Telephone: (213) 487-9887).

ARTICLE 5            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 ADDA 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 6      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 ADDA 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, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7        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 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on the date the Board of Supervisors approve the MOU. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2018.

ARTICLE 8      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 during the period May 1 through May 31, 2018.

Negotiations shall begin no later than June 1, 2018. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by July 31, 2018, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

## ARTICLE 9            GRIEVANCE PROCEDURE

### Section 1.            Purpose

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

### Section 2.            Definitions

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/her immediate supervisor.
3.        “Business Days” mean calendar days exclusive of Saturdays, Sundays, and legal holidays.
4.        Immediate Supervisor: means DIC, AHD, HD in the LADA’s office, generally this will be the supervisor who signs the employee’s Performance Evaluation as “rater.”

5. "Grievant" means a Deputy District Attorney I, II, III, and IV in the LADA's office.

### Section 3. Responsibilities

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

1. Departmental Management has the responsibility to:
  - A. Inform an employee of any limitation of the supervisors department's authority to fully resolve the grievance; and
  - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.
2. The ADDA 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. If the grievance is returned to the employee, Management will state in writing the reasons for the return.

Section 4.            Waivers and Time Limits

1.     A grievance must be initiated on an office of District Attorney Grievance Form within 10 business days of the occurrence of the matter on which the grievance is based.
2.     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.
3.     Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
4.     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 may be subject to reconsideration by mutual agreement.
5.     By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5.                    Employee Rights and Restrictions

1.     The employee has the right to the assistance of one representative to represent the employee in formal grievance meetings with Management.
2.     A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice, no less than 24 hrs notice, to ensure that his/her absence will not unduly interfere with Departmental operations.
3.     An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.
4.     ADDA agrees to encourage an employee who files a formal written grievance to state clearly and concisely the specific action being grieved, the article(s) violated and the specific remedy requested.
5.     Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 6.                    The Parties' Rights and Restrictions

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 during the grievance meeting.
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. The ADDA representative has the exclusive right to represent employees 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.
4. If the ADDA representative elects to attend any formal grievance, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.

Section 7.                    Procedures

Level 1.

- A. A grievance must be initiated on an Office of the District Attorney Grievance Form within ten (10) business days of the occurrence of the matter or of learning of the occurrence of the matter on which the grievance is based. The matter

must be stated clearly and the grievant must propose a remedy. The employee shall submit an original and two copies of the Grievance Form to his/her immediate supervisor and retain one copy.

- B. The Level 1 grievance is reviewed, evaluated, and decided by the employee's immediate supervisor. Generally, this will be the supervisor who signs the employee's Performance Evaluation as "rater." The Level 1 supervisor will arrange a meeting date and location with the employee and/or the employee's representative, within ten business days from the receipt of the grievance. After the grievance meeting, the original Grievance Form and a completed Grievance Response Form-Level 1, will be returned to the employee within ten (10) business days. Supervisors should complete the Level 1 process within the specified time period unless there has been a mutually agreed upon time waiver.
- C. A Level 1 grievance may be denied due to the fact that it is not within the scope of authority of the supervisor to grant the requested remedy. A Level 1 supervisor may grant or deny, in part or in its entirety, an employee's grievance.

#### Level 2.

- A. If the grievance is denied in whole or in part at Level 1, or if the employee is not satisfied with the Level 1 response, appeal may be made to Level 2. Within ten (10) business days from the receipt of the Level 1 response, the employee shall submit the original and one copy of the Grievance Form and the Grievance

Response Form-Level 1, to the named Level 2 supervisor. The Level 2 supervisor is usually the supervisor of the Level 1 supervisor. The Level 2 supervisor will arrange a meeting date and location with the employee and/or the employee's representative within ten (10) business days from the receipt of the grievance forms. After the grievance meeting, the original Grievance Form and the completed Grievance Response Form-Level 2 will be returned to the employee within ten (10) business days. Supervisors should complete the Level 2 process within the specified time period unless there has been a mutually agreed upon time waiver.

- B. A Level 2 grievance may be denied due to the fact that it is not within the scope of authority of the supervisor to grant the requested remedy. A Level 2 supervisor may grant or deny, in part or in its entirety, an employee's grievance.

### Level 3.

- A. If the grievance is denied in whole or in part at Level 2, or if the employee is not satisfied with the Level 2 response, review may be sought at Level 3. Within 10 business days from receipt of the Level 2 response, the employee shall submit the original and one copy each of the Grievance Form and the Grievance Response Forms –Levels 1 and 2, to the named Level 3 supervisor. The Level 3 supervisor will usually be the supervisor of the Level 2 supervisor. The Level 3 supervisor will arrange a meeting date and location with the employee and/or the employee's representative within ten business days from the receipt of the grievance. After

the grievance meeting, the original Grievance Form and the completed Grievance Response Form -Level 3 will be returned to the employee within 10 business days. Supervisors should complete the Level 3 process within the specified time period unless there has been a mutually agreed upon time waiver.

#### Section 8.            Arbitration

- 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 ADDA, may request that the grievance be submitted as provided for hereinafter.
  
- 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 ADDA in all steps of the grievance procedure may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
  - i. 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;

- ii. 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
- iii. The interpretation, application, merits or legality of the rules or regulations of the department, the Chief Executive 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;
- iv. 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 to provider;

- v. 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.
- vi. In the event ADDA desires to request that a grievance which meets the requirements of Section 8, Paragraph (ii) hereof be submitted to arbitration, ADDA shall within the time requirements set forth above send a written request for arbitration to County's Employee Relations Commission which request shall;
  - 1. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration;
  - 2. 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 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;

3. Arbitration procedures conducted under the authority of the 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.
- 
- vii. 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.

- viii. Prior to hearing by an arbitrator, a representative of the County and ADDA 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 ADDA cannot jointly agree on a submission statement, the arbitrator shall determine the issue(s) to be resolved.
- ix. 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.
- x. The decision of the arbitrator shall be binding upon ADDA. 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. ADDA 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.

- xi. 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

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 10      GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 9, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 9, Section 8, can be submitted to grievance mediation. Both ADDA and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or ADDA may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, ADDA, and the grievant. The final agreement shall be binding on

all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 11      GRIEVANCE REPRESENTATIVES - ADDA

It is agreed by the parties to the Memorandum of Understanding that the ADDA may select a reasonable number of ADDA Grievance representatives for this Unit. ADDA shall provide a written list of the names of Grievance Representatives who have been selected as an ADDA Grievance Representative. This list shall be kept current by ADDA.

ADDA Grievance Representatives may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances without loss of pay or benefits of any kind. ADDA Grievance Representatives, when leaving their work locations to conduct such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly, the ADDA Grievance Representative will be immediately informed when time will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday, and holidays after the time of the ADDA representative's request unless otherwise mutually agreed to.

Upon entering a work location, the ADDA Grievance Representative shall inform the cognizant supervisor of the nature of the union representative's business. Permission

to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the ADDA Grievance Representative will be immediately informed when the employee will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday, and holidays, after the time of the union representative's request, unless otherwise mutually agreed to.

ADDA agrees that an ADDA Grievance Representative shall not log compensatory time or premium pay time for the time spent performing any function of a steward/ADDA representative.

ARTICLE 12      GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between ADDA 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:

- A. Where ADDA, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, ADDA, may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and 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 ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, ADDA, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.
- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to ADDA, in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Article 9, Section 8 the disagreement may be submitted to arbitration in accordance with the provisions of Article 9, Section 8 of the Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 9, of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of

individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 9 hereof.

ARTICLE 13            EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 9, 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.

- 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 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/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 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 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:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 14      PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1.      Deductions and Dues

It is agreed that ADDA 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 ADDA 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 ADDA dues during the period September 1 through September 30, 2011, by notifying the ADDA of their termination of ADDA dues deduction. Such notification shall be by certified mail to the President of the ADDA and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name from which said dues deductions are to be canceled.

The ADDA 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

Effective upon Board approval of MOU, if at any time during the term of the Memorandum of Understanding, 30 percent of the employees represented by this Bargaining Unit sign a petition to request an agency shop agreement, the ADDA 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 ADDA of the results of the election. The ADDA 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 an agency shop fee, the ADDA shall notify the County of its intent to implement an agency shop agreement. Immediately, thereafter, the ADDA shall notify all employees in the Bargaining Unit that they will be required, as a condition of continued employment, either to join the ADDA, 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 agency shop, 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, and 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 ADDA. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable

fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction 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 Sections 1 and 2 shall prevail. There shall be only one election during the term of this Memorandum of Understanding.

D. ADDA Responsibilities - Hudson Notice

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

E. Implementation

Upon payment of initial programming costs, as determined by Auditor-Controller, management shall provide the union with access to employee lists electronically on a monthly basis.

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 ADDA and that all employees subject to the Memorandum of Understanding must either join the ADDA; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the ADDA; 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 ADDA 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 ADDA 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 ADDA dues from the regular pay warrants of such employee.

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

F. List of New Employees/Separations

Upon payment of initial programming costs, as determined by Auditor-Controller, management shall provide the union with access to employee lists via internet on a monthly basis.

The County will furnish the ADDA with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, 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.

Such list 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.

Section 5.            Indemnification Clause

The ADDA 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 15MANAGEMENT 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 16      FULL UNDERSTANDING, MODIFICATIONS, WAIVERSection 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 Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union 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 such as Deputy District Attorneys.

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 Union 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 17PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, including the Americans with Disabilities Act, 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.

ARTICLE 18            CONTRIBUTION TO PROFESSIONAL DUES

The County shall annually pay to the California State Bar, the full amount of the basic membership fees for each person who holds the classification of Deputy District Attorney I, Deputy District Attorney II, Deputy District Attorney III or Deputy District Attorney IV. This payment shall be limited to those persons who have accepted an offer of employment or are employed as Deputy District Attorneys on or before February 1 of each calendar year for which the membership fee payment is required.

The Office of the District Attorney shall establish and disseminate procedures to be followed by Deputy District Attorneys for the payment of these membership fees.

Deputy District Attorneys requesting payment of their basic State Bar membership fees shall follow the procedures set by the Department. Such payment shall be made in accordance with the County of Los Angeles Auditor-Controller procedures and deadlines.

ARTICLE 19      EMPLOYEE LISTS

Within sixty days from the effective date of this Memorandum of Understanding, Management shall provide ADDA with a monthly list of the names, **home address, and home telephone numbers** of all employees in the Unit.

Management will make available to each new employee entering the Unit a card furnished by the ADDA, written as follows:

ADDA has been certified as your majority representative. ADDA is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join ADDA, call (213) 487-9887.

Association of Los Angeles Deputy District Attorney's,  
c/o AFSCME District Council 36  
514 S. Shatto Place  
Los Angeles, CA 90020

ARTICLE 20EMPLOYEE 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 ADDA 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 ADDA 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 21      STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns or picketing shall be caused or sanctioned by ADDA or any person acting on its behalf and ADDA 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 ADDA fails to exercise good faith in halting the work interruption, ADDA 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 22      PERSONNEL FILES

An employee, or his/her 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 the employee was hired.

***The employee is to give two (2) days' notice to the Human Resources Division for the purpose of inspecting and photocopying any materials in the employee's Official Personnel file to which the employee is entitled to have access. The employee may photocopy material to which the employee is entitled to have access from his or her Official Personnel file without charge.***

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature to the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, ***the supervisor will take the following steps:***

1.      ***Write on or near the signature line of the document:  
"Employee refused to sign";***

2. ***Verbally advise employee that, while there is no obligation to do so and no disciplinary action will result from a refusal to do so, he/she is requested to initial the "Employee refused to sign" notation on the document.***
3. ***Sign and date the document;***
4. ***Write on the document that a copy of the signed and dated document has been provided to the employee;***
5. ***Provide a copy of the signed and dated document to the employee;***
6. ***Follow established procedures to ensure that a copy of the signed and dated document is included in the employee's personnel file.***

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 shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability 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 a violation of a specific provision of this agreement.

Management agrees that no properly used and approved 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.

An employee on reviewing his/her personnel file, may request and have any written warning or reprimand(s) issued more than **one (1) year** prior **to the date of the request** removed from his/her personnel file except as such may be a part of an official permanent record (official file).

ARTICLE 23      LEAVES OF ABSENCESection 1.      Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2.      Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3.      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 primary care giver (physician, nurse practitioner or nurse mid-wife), 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. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

#### Section 4. Unpaid Employee Organization Leave

ADDA requests for employee organizational leave for at least thirty (30) calendar days or more shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. ADDA may not have more than three (3) employees in the Bargaining Unit on leave of absence to accept employment with ADDA. These leaves are subject to the 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 ADDA, 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 5.            Family Leave

- A.     The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the State Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B.     The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C.     Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- D.     An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6.                    Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

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

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

Section 7.                    Bereavement Leave

The provisions of Los Angeles County Code section 6.02.080 regarding Bereavement Leave shall apply to employees in Bargaining Unit 801.

Section 8.                      Military Leave

The provisions of Los Angeles County Code Section 6.20.080(c) and applicable law, shall apply to employees in Bargaining Unit 801.

ARTICLE 24      ENHANCED VOLUNTARY TIME-OFF PROGRAMProgram Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Executive Officer.
  
- The Chief Executive Officer may establish procedures and issue Executive instructions regarding the operation of the Enhanced Voluntary Time-Off Program.
  
- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.
- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.
- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.
- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
  - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.
- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.
- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.
- An employee may take a total of one (1) year of EVTO with the following parameters:
  - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

- After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.
- Retirement service credit will not accrue during this period.
  
- FLSA Non-exempt employees may request EVTO in increments as little as one hour.
  
- FLSA Exempt employees must request EVTO in full work day increments.
  
- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.
  
- EVTO is not available to employees on any other paid or unpaid leave.
  
- Department Heads may continue to approve other unpaid leave of absences.
  
- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.
  
- EVTO will be actively encouraged by Management and Local ADDA in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual  
 Sick Leave Accrual  
 Savings and Horizons Plan\*  
 Flexible Benefit Contributions  
 Step Advance  
 Retirement Service Credit\*\*  
 Military Leave

Benefits Not Protected

Jury Leave  
 Bereavement Leave  
 Witness Leave  
 Civil Service Examination Leave  
 Weekend Pay  
 Holiday Pay

\* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

\*\* Retirement Service Credit for plans A-D will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 25      EMPLOYEE PAYCHECK ERRORSA.    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 26      EMPLOYEE PARKINGSection 1.      Safe and Adequate Parking

County Management will continue to make reasonable efforts to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location, unless otherwise required by AQMD regulations or law.

ARTICLE 27      ASSOCIATION RIGHTSSection 1.      ADDA Rights

It is understood and agreed that ADDA 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 ADDA 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 bulletin board for the exclusive use of the ADDA in each area or facility employing more than 10 employees. ADDA shall have the right to use such bulletin board to post information or material concerning the following subjects:

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

Prior to posting any of the above materials on such bulletin board, such materials shall be initialed by an authorized representative of ADDA and of the DA authorized representative. All other material which ADDA desires to post shall first be approved by the Assistant DA (Administration) or designee.

## Section 3.            Work Access For Representation Purpose

The parties agree that authorized ADDA 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. ADDA shall furnish a list of representatives to the department head or his designated representative. ADDA 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. ADDA 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 ADDA 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 ADDA 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 ADDA may maintain a mailbox at DA's Headquarters.

Section 5.            ADDA/Management Meetings

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

Section 6.            NEW EMPLOYEE ORIENTATION

Subject to prior approval of the District Attorney representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding ADDA Union membership.

Section 7.    Employee Lists

Management will provide ADDA 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 ADDA at a reasonable cost determined by the office of the County Auditor-Controller.

Section 8.

Nothing contained in this Memorandum of Understanding shall be construed as a waiver by ADDA 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 ADDA explaining to the employee both his/her rights under the Employee Relations Ordinance and the status of ADDA as the certified majority representative for Deputy District Attorneys, as well as material related to the services and employee benefits programs offered by ADDA. Such material shall be approved by Management prior to distribution.

Section 10.            WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding. The Chief Executive Office/Employee Relations Division will meet with the ADDA thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure release of seven employee representatives to attend and participate in successor contract negotiations.

The ADDA shall provide a final list containing the names of bargaining committee members to the Chief Executive Office/Employee Relations Division at least fifteen (15) days prior to the commencement of negotiations.

ARTICLE 28      HEALTH AND SAFETYSection 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. ADDA will cooperate by encouraging all employees to perform their work in a safe manner. Employees are encouraged 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. The immediate supervisor will respond within five (5) business days.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's 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 the employee's representative is not satisfied with the response of the safety officer, ADDA may consult with the Chief of Disability Benefits, Health and Safety Division of the Chief Executive Office or his/her designate. A representative of such branch shall respond to the Department Head and ADDA within ten (10) days.

If ADDA is not satisfied with the response of the Chief of Disability Benefits, Health and Safety Division, the issue may be taken within ten (10) days to arbitration as set forth in Article 13.

During such ten (10) days consultation between the Department Head and ADDA will take place. Management shall make available the name and work telephone number of each safety officer/representative in each department and/or work facility. This list will be updated as required.

Section 2.            First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to update and to maintain complete first aid kits at all work facilities and to ensure said kits are accessible to employees.

Section 3.

Management and ADDA 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.

Section 4.

The parties agree to recommend to the Los Angeles County Labor-Management Advisory Committee on Productivity Enhancement that the committee place employee safety and security on its agenda as an item for consideration.

Section 5.            Office Ergonomics

The parties acknowledge that grievances resulting from disputes regarding the Office Ergonomics guidelines appended hereto shall be subject to the provision of the Safety and Health Article of the applicable Memorandum of Understanding (see attached ERGO Guidelines).

ARTICLE 29      JOINT LABOR MANAGEMENT COMMITTEESection 1.

The parties agree to establish a Joint Labor/Management Committee (JLMC) in the Office of the District Attorney to meet regarding mandatory subjects of bargaining, and/or consult on employee relations matter in accordance with Employee relations Ordinance 5.04.090

- (a). The purpose of the JLMC is for the Office of the District Attorney and the Association of Deputy Attorneys (ADDA) to establish a forum for Labor and Management to regularly meet and jointly discuss issues to concern to Deputy District Attorneys in this Unit.

Section 2.

The JLMC shall consist of four (4) representatives designated by the Association of Deputy District Attorneys (ADDA). The District Attorney or the Chief Deputy District Attorney shall designate four (4) management representatives to be on the JLMC. Upon request of either party, a representative from the Chief Executive Office Employee Relations Division may attend Joint Labor Management Committee meetings.

Section 3.

The JLMC shall meet up to six times annually, upon written request of either party, or more frequently by mutual agreement, during working hours, on County paid-time, to discuss issues which include, but are not limited to, training, promotional process/opportunities, attendance at seminars, working conditions and/or other departmental operational matters.

Section 4.

The JLMC shall develop its internal procedures, including scheduling meeting agenda, dates, times, and locations.

The JLMC may also make advisory recommendations to the District Attorney, or his designated representative, for consideration.

Section 5.

The ADDA and the Office of the District Attorney agree to work collaboratively in the JLMC aimed at developing a mutually agreed upon plan to submit to the court providing Deputy District Attorneys 24/7 access to their work sites without metal detector screening.

## ARTICLE 30      SALARIES

### Section 1.

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit 801 effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
9271	DEPUTY DISTRICT ATTORNEY I	CURRENT	N34M	90J	4904.00	6431.82
		10/01/2015	N34M	91K	5051.27	6624.64
		10/01/2016	N34M	92L	5203.27	6823.36
		10/01/2017	N34M	93H	5307.00	6959.64
		04/01/2018	N34M	94E	5412.45	7098.18
9272	DEPUTY DISTRICT ATTORNEY II	CURRENT	NMX	102B	6673.64	9755.36
		10/01/2015	NMX	103C	6874.18	10049.00
		10/01/2016	NMX	104D	7080.64	10351.18
		10/01/2017	NMX	105A	7221.00	10557.00
		04/01/2018	NMX	105J	7365.73	10767.91
9273	DEPUTY DISTRICT ATTORNEY III	CURRENT	NMW	111B	8518.27	11795.36
		10/01/2015	NMW	112C	8774.64	12149.36
		10/01/2016	NMW	113D	9038.36	12514.27
		10/01/2017	NMW	114A	9218.00	12763.00
		04/01/2018	NMW	114J	9402.00	13018.27
9274	DEPUTY DISTRICT ATTORNEY IV	CURRENT	NMX	115D	9541.91	13949.91
		10/01/2015	NMX	116E	9828.45	14369.18
		10/01/2016	NMX	117F	10124.00	14800.73
		10/01/2017	NMX	118C	10325.45	15095.09
		04/01/2018	NMX	118L	10531.27	15395.45

### Section 2.

The parties, having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, 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 3.                    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 Head 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 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 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 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 ADDA 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 4.

Employees in this bargaining unit shall be exempt salaried consistent with the provisions of Chapter 6.09 of the Los Angeles County Code.

The process of overtime accrual and usage shall be consistent with County-wide regulations issued by the Chief Executive Officer.

Compensatory time off will be credited and accrued at the straight time rate, and must be assigned and approved by the Department Head, and or approved by the supervisor, before overtime is worked. Employees in the Unit have to request prior supervisory approval, before taking off anytime during normal business hours including approved accrued compensatory time off in full eight hour shifts.

ARTICLE 31      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 32      EMPLOYEE BENEFITSSection 1.

It is the intent of the parties that, during the term of this agreement, permanent employees in Bargaining Unit 801 in the job classification of Deputy District Attorney I, II, III and IV, shall continue to receive all employee benefits that they currently have, on the same basis and level of benefit, subsidy or otherwise, as that provided currently for non-represented employees and as more fully set forth in the Los Angeles County Code, for non-represented employees, including but not limited to the following employee benefits:

- Mega-Flex and the Flexible Benefit Programs
- Holidays
- Sick Leave
- Bereavement Leave
- Deferred Compensation Plan
- Savings Plan
- Life Insurance
- Vacation
- Leave Donation
- Retirement
- Mileage

Section 2.

The County shall not discriminate against non-represented employees upon certification of a bargaining unit, class accretion, promotion, reclassification or transfer, into the bargaining unit or otherwise restrict participation in any of the employee benefits set forth above including the Flex/Mega-Flex Program, deferred compensation, savings plan or other employee benefit programs, as currently provided to non-represented employees, on the basis of the exercise of their bargaining rights as provided for in California Government Code Section 3500-3511.

Section 3.

It is the intent of the parties that during the term of the agreement any new employees hired, promoted or transferred to the classification of Deputy District Attorney I, II, III or IV, shall be entitled to the same employee benefits and on the same level and subject to the same conditions, as that provided for employees currently in the bargaining unit.

Section 4.

It is intent of the parties' that the exclusive management, control and administration of the Flex/Mega-Flex, Deferred Compensation (457) and Savings Plan (401k) shall be at the sole discretion of the County.

Any and all current or future changes, modification or termination of the Flex/Mega-Flex, Deferred Compensation or Savings Plan, is at the sole discretion of County Management, as directed by the Board of Supervisors, subject to the County meeting and consulting with the Association of Deputy District Attorneys prior to implementing any said changes or termination of the Flex/Mega-Flex, Deferred Compensation and Savings Plans.

Any and all future changes the County makes to the Flex/Mega-Flex, Deferred Compensation and Savings Plan for non-represented employees, including contributions, plan design and benefit changes shall be extended to and shall become a part of this Agreement and made applicable to employees in this Bargaining Unit.

#### Section 5.

It is the intent of the parties that the County will continue to exercise its sole discretion to manage, administer and control the employee benefit programs enumerated in this Article for employees in this Unit, on the same basis and subject to the same conditions as provided for non-represented employees

It is the intent of the parties that the provisions of this Article shall not be subject to the Grievance Procedure (Article 9) and is expressly excluded from Arbitration (Article 9, Section 8).

ARTICLE 33MANDATORY CONTINUING LEGAL EDUCATION  
PROFESSIONAL DEVELOPMENT AND TRAINING

The purpose of Mandatory Continuing Legal Education (MCLE) is to increase the effectiveness of members of this Bargaining Unit in the performance of their duties as deputy district attorneys. It is the policy of the County to support deputy district attorneys in pursuing education in order to promote and encourage the meeting of State Bar licensure requirements and enhance the knowledge and skills used to meet the mission goals of the District Attorney to protect our community through the fair and ethical pursuit of justice and safeguard the rights of crime victims.

Towards this end, management will grant as equitably as possible to all members of the bargaining unit paid County time to attend work-related educational programs such as conferences, workshops, seminars, or symposiums that offer approved MCLEs.

Attendance at MCLE and other professional development activities requires prior management approval. Such approval shall not be unreasonably denied.

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 DISTRICT ATTORNEY'S

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

By   
Marc Debbuadt, President &  
Chair, Contract Negotiation Team

By   
Sachi A. Hamai  
Interim Chief Executive Officer

By   
Michele Hanisee, Vice President  
& Member, Contract Negotiation Team

By \_\_\_\_\_  
Jackie Lacey  
District Attorney

By   
James Evans, Treasurer &  
Member, Contract Negotiation Team

By   
Juliana Konze, Executive Assitant &  
Member, Contract Negotiation Team

By   
John Rees, Executive Director &  
Chief Negotiator, Contract Negotiation Team

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

**\* ME TOO PROVISIONS CONCERNING THE 2015-2018  
COLLECTIVE BARGAINING SEASON:**

- 1). ME TOO Understanding that bargaining unit 801 shall receive the same County wide general Cost of Living Adjustment as all other County bargaining units.
- 2). 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 time issuance of a longevity bonus, the County shall issue said longevity bonus to bargaining unit 801 based on the same terms and conditions as issued to the first time recipients of the longevity bonus.
- 3). Any and all compensation increase(s) that the County agrees to extend to any other represented County attorneys unit (non-Unit 801 attorneys) will be extended to Bargaining Unit 801.

## ERGONOMIC GUIDELINES APPENDED

The lease, purchase and installation of computer monitors/microfiche viewers, keyboards, accessories and associated furnishings shall conform to ergonomics guidelines outlined herein.

### 1. **LIGHTING**

- a. The computer monitor/microfiche viewer should be located away from windows to the extent feasible.
- b. The windows in the work area should have blinds or drapes.
- c. The work area should be painted with low-reflective colors.
- d. The lighting in the work area should be from indirect or recessed sources.
- e. Employees who request that an adjustable direct light be provided for computer work should be provided with such a light.

### 2. **GLARE**

- a. Luminance of characters and background should have a high contrast ratio.
- b. In the event that the screen color and the adjustable lighting are unable to reduce glare, a non-glare screen should be fitted on the computer monitors/microfiche viewers.

### 3. **KEYBOARDS AND COMPUTER MONITORS AND MICROFICHE VIEWERS**

- a. The keyboard should be adjustable and conform to current ergonomic guidelines to the extent feasible.
- b. The monitor should be adjustable, fit the operator's plane of vision and provide a high contrast ratio,

- c. Research on radio frequency and other types of radiation has not yet yielded final conclusions. As research results become available, these guidelines will be modified to reflect these findings, and to ensure the protection and health of all employees.

When older versions of cathode ray tube (CRT) monitors are used for employees with conditions that may be affected by the use of CRTs, Management should consider the reassignment of the employee to other duties while the condition exists.

#### 4. **PRINTER**

- a. Dot matrix and impact printers should be located in a separate room, if practical. Otherwise, a noise shield or cover should be fitted on the printer to reduce the noise level.

#### 5. **CHAIR AND DESK**

- a. The chair should be adjustable for seat pan height, backrest height, and backrest angle. The chair should be adjustable by the employee with the chair in an upright position and without the use of tools. The chair backrest should be constructed to provide lumbar support. The chair base should have five (5) prongs and should have casters appropriate for the flooring. The chair should have armrests to be used at the employee's option. Chair seat, armrests and backrest should be made of moisture absorbing material.
- b. The computer work surface (i.e., computer table, desk or table) should be adjustable for height.
- c. The desk/table surface should be large enough to provide an adequate work surface, including space for a document holder. The underside of the desk should be free of sharp protrusions, and the leg space should be free of obstructions. The desk should have a matte surface to inhibit glare.
- d. The document holder should be adjustable for height, distance and angle.
- e. Footrests should be available to be used at an employee's option.

**6. MAINTENANCE**

- a. When an employee observes any problems with computer equipment, they may request an assessment of the need for repair of said equipment.
- b. All maintenance records must be accessible to the Union upon written request, in accordance with the California Public Records Act and the Los Angeles County Employee Relations Ordinance.
- c. Grievances resulting from disputes of these guidelines shall be subject to the provision of the Safety and Health Article of the appropriate Memorandum of Understanding.