

AMENDMENT NO. 3
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO THE BOARD OF SUPERVISORS
REGARDING THE
SUPERVISORY PEACE OFFICERS
EMPLOYEE REPRESENTATION UNIT

THIS AMENDMENT NO. 3 TO MEMORANDUM OF UNDERSTANDING made and entered into this 4th day of April, 2006.

BY AND BETWEEN

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

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

WHEREAS, on the 10th day of May, 2005, the parties entered into a Memorandum of Understanding regarding the Supervisory Peace Officers Representation Unit, which Memorandum of Understanding was subsequently approved and ordered implemented by the County's Board of Supervisors; and

WHEREAS, as a result of mutual agreement, the parties desire to amend the MOU as set forth hereafter:

NOW, THEREFORE, the parties agree as follows:

1. Amend Article 5 – Term; to reflect an extension of the term of the MOU as appended hereto.
2. Amend Article 6 – Renegotiation; to reflect revisions necessary to correspond with an extension of the term of the MOU as appended hereto.
3. Amend Article 7 – Salaries; to reflect negotiated salary increases and salary structure changes as appended hereto.
4. Amend Article 9 – Uniforms; to provide a uniform allowance consistent with an extended contract term as appended hereto.
5. Amend Article 11 – Acting Capacity; to delete 90-day acting capacity for Intent-to-Promote Sergeants and Lieutenants as appended hereto.
6. Amend Appendix E – Court Time for Employees to reflect minimum overtime compensation for Must Appear Subpoenas as appended hereto.
7. This Amendment No. 3 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors and this Amendment No. 3 will be effective when and if approved by said Board of Supervisors in the same manner provided in

Article 4, which was applicable to the implementation of the original Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 3 the day, month and year first above written.

PROFESSIONAL PEACE OFFICERS
ASSOCIATION (PPOA)

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 
President, PPOA

By 
Executive Dir, PPOA

By 
Chief Administrative Officer

By _____
District Attorney

By _____
Sheriff

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., February 1, 2005. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on January 31, 2009.

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, 2008.

Negotiations shall begin no later than October 15, 2008. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by November 30, 2008, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 7 SALARIESSection 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
2719	LIEUTENANT	CURRENT	101E	6543.73	8129.36
		04/01/2006	102F	6740.18	8373.18
		10/01/2006	103L	7010.91	8709.73
		04/01/2007	NW 103L	7010.91	9195.55
		08/01/2007	NW 105A	7221.00	9471.00
		08/01/2008	NW 106B	7438.55	9755.36
2894	LIEUTENANT, DA	CURRENT	101E	6543.73	8129.36
		04/01/2006	102F	6740.18	8373.18
		10/01/2006	103L	7010.91	8709.73
		04/01/2007	NW 103L	7010.91	9195.55
		08/01/2007	NW 105A	7221.00	9471.00
		08/01/2008	NW 106B	7438.55	9755.36
2717	SERGEANT	CURRENT	95A	5506.00	6840.00
		04/01/2006	96B	5671.18	7045.55
		10/01/2006	97G	5900.27	7329.55
		04/01/2007	NW 97G	5900.27	7738.55
		08/01/2007	NW 98H	6077.36	7970.82
		08/01/2008	NW 99J	6259.91	8209.73
2891	SUPVG INVESTIGATOR, DA	CURRENT	97A	5813.00	7221.00
		04/01/2006	98B	5987.91	7438.55
		10/01/2006	99G	6229.18	7738.55
		04/01/2007	NW 99G	6229.18	8169.55
		08/01/2007	NW 100H	6416.09	8414.45
		08/01/2008	NW 101J	6608.45	8667.18

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.

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

ARTICLE 9 UNIFORMS

Employees covered by this agreement and employed on November 1, 2008, shall be entitled to a lump sum payment of one thousand dollars (\$1000) in lieu of the uniform items previously issued and replaced under the 1979-1981 Memorandum of Understanding. Such payment shall be made between December 1, 2008, and December 15, 2008, by separate payroll warrant.

ARTICLE 11 ACTING CAPACITYSection 1 Definition

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

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

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

Section 2 Bonus

Beginning with the thirty-first (31st) consecutive day of such acting assignment and for each subsequent month until the employee is promoted or returned to an assignment in his/her class, he/she shall receive a bonus, equivalent to one (1) salary schedule, eleven (11) levels, above his/her existing salary schedule. For those employees, who had completed thirty (30) consecutive days on such acting assignment prior to August 1, 1983, the bonus shall be payable effective August 1, 1983.

This bonus shall not constitute a base rate.

Section 3

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

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

COURT TIME FOR EMPLOYEES IN PPOA UNIT 612Section 1 On-Call Subpoena

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

subpoena shall report to court only when called to appear. Employees who are called to appear in court on an overtime basis shall receive overtime compensation at the rate established for their classification.

Section 2 Must Appear Subpoena

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

Section 3 DMV Telephonic Hearing

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

Employees who are subpoenaed for a DMV Telephonic Hearing that is scheduled at a time when the employee is off duty shall receive one hour of overtime or actual time spent beyond one hour (whichever is more) for a 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.