

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

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 15th day of
December, 2009,

BY AND BETWEEN

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

AND

PROFESSIONAL PEACE OFFICERS
ASSOCIATION (hereinafter referred as
"PPOA" 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 misunderstanding or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered hereby, which understanding the parties intend jointly to submit and recommend for approval and implementation to County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State Law, Professional Peace Officers Association, hereinafter referred to as "PPOA" was certified by the County's Employee Relations Commission as the majority representative of County Employees in the Supervisory Los Angeles County Police Officers Representation Unit, 632, (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 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 Commissions.

ARTICLE 3 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees 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.

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, or handicapped status or other factors not directly related to successful Performance of the employee's job.

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

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

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

ARTICLE 5 TERM

The term of this Memorandum of Understanding shall commence on the date 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, 2009. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12 midnight on September 30, 2011.

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 during the period from April 1 to May 15, 2011, its written request to commence negotiations as well as its written proposals for such successor Memorandum of Understanding. The written proposal may be amended during the period May 15, 2011, to June 15, 2011, to change or to include economic proposals concerning salaries and wages.

Upon receipt of such written notice and proposals, negotiations shall begin not later than June 1, 2011. Negotiations on an economic amendment concerning salaries and wages shall commence no later than July 1, 2011. An impasse shall be automatically declared if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 15, 2011, unless the parties mutually agree to continue negotiations.

ARTICLE 7 SALARIES

Section 1. Recommended Salary Adjustment

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

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
2836	CAPTAIN, LOS ANGELES COUNTY POLICE	01/01/2009	NM	93E	5268.00	6908.36
2835	LIEUTENANT, LA COUNTY POLICE	01/01/2009	NM	87E	4476.36	5871.18
2834	SERGEANT, LOS ANGELES COUNTY POLICE	01/01/2009	NM	83A	3977.00	5216.00
1639	SUPVG CORONER'S INVESTIGATOR I	01/01/2009	NM	92B	5088.73	6673.64
1642	SUPVG CORONER'S INVESTIGATOR II	01/01/2009	NM	95E	5560.91	7293.36

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. Evening and Night Shift Differential

Any employee in the unit who is assigned to a regularly established evening or night shift as defined in the Los Angeles County Code, Section 610.020, shall receive a per hour bonus of \$.50 for each hour worked during each shifts.

ARTICLE 8 OVERTIMESection 1. Compensation

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

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

- B. The County will pay employees for any overtime worked at a rate of one and one-half (1½) 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 (1½) hours for each hour of overtime to a maximum of 100 hours worked. The employee may exercise this option when the employee works overtime.

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

Section 2. Usage of FLSA Earned Compensatory Time-Off

- A. An employee shall not be denied a timely request to carry over or take such time off. Requests for time off will be approved based on the needs of the service as determined by Management.
- 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 year, not to exceed 144 hours of new accumulated compensatory time. Compensatory time not used within the above period shall be paid to the employee as provided by the Fair Labor Standards Act rather than lost.

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

- A. An employee shall not be directed by Management to take compensation time off without at least five (5) business days prior notice nor be denied a timely request to carry over. Requests for time off will be approved based on the needs of the service as determined by Management.
- B. Effective with the implementation of this MOU, with prior approval of Management, new accumulated compensatory time not used during the calendar year in which it is earned may be carried over for up to one (1) year, not to exceed 144 hours of new accumulated compensatory time. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 4. 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 management may consider special skills required to perform particular work.

Section 5. 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.

ARTICLE 9 WORK SCHEDULES

Purpose

This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

A. Work Week

For the purpose of computing overtime, the work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management.

For the purpose of work schedules, the normal work week shall be five (5) consecutive eight (8) hour work days, except as provided in Section D.

B. Work Shifts

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section D), employees' work schedules shall not be changed without written notice to the employee at least five (5) working days prior to the date the change is to be effective. When effecting a transfer, management will consider the employee's performance, the requirements of the available opening, and the employee's seniority within the department, within the classification. Irregular work schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective.

C. 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 such 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.

D. Nothing herein shall be construed to affect in any manner whatsoever irregular work day of work week assignments required for the maintenance of necessary operations.

E. The parties agree that when an employee works in excess of his/her regularly scheduled work hours in a day, Management may direct the employee to take off an equivalent number of hours during the same work week. Management will make reasonable efforts to accommodate an employee's choice of the equivalent number of hours to be taken off in the same work week.

ARTICLE 10 CALL BACKSection 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 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, 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 workday 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.

ARTICLE 11 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the Coalition and County of Los Angeles in effect during the term of this agreement shall apply to employees in the Unit.

ARTICLE 12 UNIFORMSSection 1.

An employee, upon promotion or transfer to a classification covered in this Memorandum of Understanding shall retain all personal uniform items, except as provided for under paragraph 3 below. Such items are to be used in the new assignment. Management will issue, as required:

- 7 sets of shoulder patches
- 1 Sam/Sally Browne Outfit
- 1 9mm pistol - 50 rounds ammunition
- 1 pair handcuffs
- 1 Helmet
- 1 Baton
- 1 Flashlight, Batteries and Bulbs
- 1 Safety Vest

Section 2. Uniform Replacement Maintenance Allowance

- B. Employees covered by this Agreement who have received an initial issue of items of items listed in Section 1 and are employed on November 1, 2009, shall be entitled to a lump sum payment of one thousand dollars (\$1,000.00). Such payment shall be made between December 1, 2009, and December 15, 2009, by separate warrant. This allowance shall not constitute a base rate.

- C. Employees covered by this Agreement who have received an initial issue of items listed in Section 1 and are employed on November 1, 2010, shall be entitled to a lump sum payment of one thousand dollars (\$1,000.00). Such payment shall be made between December 1, 2010, and December 15, 2010, by separate warrant.

This allowance shall not constitute a base rate.

Section 3. Provision of Rain Gear

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

Section 4. Return of Uniforms and Equipment

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

ARTICLE 13 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 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 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 14 UNION 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 materials 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 designated representative. PPOA will immediately notify the department of any changes 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. 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 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. POA/Management Meetings

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

ARTICLE 15 BULLETIN BOARDS

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

- A. PPOA recreational, social and related bulletins;
- B. Scheduled PPOA Meetings;
- C. Information concerning PPOA elections or the results thereof;
- 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 boards, they shall be initialed by an authorized representative of PPOA and the Department Head, if reasonably available. All other materials which PPOA desires to post shall first be approved by the Department's authorized representative.

The designated Department representative will approve all reasonable requests.

ARTICLE 16 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 a reasonable period of time, the Representative may confer with the safety officer who will respond in writing within five (5) working days.

If the PPOA Representative is not satisfied with the response of the safety officer, a PPOA business agent 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 findings, and recommendations, 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 shall make every reasonable effort to furnish and maintain complete first aid kits at all work facilities and in all emergency vehicles.

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 17 TRANSFERS

The parties agree to meet and consult on the issue of seniority transfer rights during the term of this Memorandum of Understanding.

ARTICLE 18 OUT-OF-CLASS ASSIGNMENT

Section 1. Definition

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

This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

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 19 POSITION CLASSIFICATION STUDYSection 1. Definition and Authority

For the purpose of this Article, a classification study is a study by the Chief Executive Office of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this Article be included only to inform employees of the established process and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedure

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing through his/her department. If his/her department cannot support the employee's request, it will be returned to the employee within 30 days with an explanation. If the employee still believes his/her request is justified, he/she has the right to resubmit his/her request to his/her department, which has the responsibility to process classification studies. The latter shall in turn schedule, conduct and report its findings to the employee's department.

Section 4. Acknowledgment and Follow-up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged and departments will be informed as to the estimated date of completion of the studies.

Further, that this information will in turn be promptly conveyed by the departments to employees who have requested studies on their own behalf.

The employee's department will have the obligation of keeping the employee informed and forwarding any written objections on the part of the employee to the Chief Executive Officer.

ARTICLE 20 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 refused to sign, the supervisor shall note his/her 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 documents become 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 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, Notices to Correct or Employee Comments Sheets issued more than one year prior removed and destroyed upon written request except as may be part of an official record.

An employee on reviewing his/her personnel file, may request and have any written reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 21 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 Officer and by the department head.

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

Section 2. Employee Organization Leave

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

The employee must be an elected or appointed official or full time representative of PPOA 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 PPOA business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year.

Section 3. Family Leave

The parties agreed 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.

ARTICLE 22 GRIEVANCE PROCEDURESection 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. Whenever 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 conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his immediate supervisor.

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

Section 3. Responsibilities

- A. PPOA agrees to encourage an employee to discuss his complaint with his immediate supervisor. The immediate supervisor will, upon request of an

employee, discuss the employee's complaint with him at a mutually satisfactory time.

- 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 grievance to the proper agency or authority.

- C. 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.

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. Employees Rights and Restrictions

- A. The employee has the right to the assistance of a representative in the preparation of his written grievance, and to represent him in formal grievance meetings. The grievant may be required by either party to be present in meetings with management for purposes of discussing the grievance.
- B. A County employee selected as a representative in a grievance is required to obtain the permission of his immediate supervisor to absent himself from his duties to attend a grievance meeting. The employee representative shall give his supervisor reasonable advance notice to ensure that his absence will not unduly interfere with departmental operations.
- C. An employee may represent his grievance to management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and management will give due consideration to the duties each has in the

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

- D In any matter that involves disciplinary action, the grievance may be initiated at Step 1, Section 7 of this Article.

Section 6. The Parties' Rights and Restrictions

- A. 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.
- 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 PPOA of any grievance involving the terms and conditions of this Memorandum of Understanding.
- D. The 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.

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

- F. Only County employees who have direct, first hand knowledge of the event giving rise to the grievance may be call on as witness by the grievant. Such witness 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 knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy he requests from his departmental management. The employee shall submit two copies to his immediate supervisor and retain the third copy.

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

Step 2. Middle Management

- A. Within ten business days from his receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of management as previously indicated by his department head. The department head has the authority to waive the middle management step if such a step is not appropriate because of the size of his department. The middle management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him.

- B. Within ten business days from receipt of the grievance, the middle management representative shall give a written decision to the employee using the original copy of the grievance.

Step 3. Department Head

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

- B. Within ten business days from the receipt of the employee's grievance, the department head or his designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision to the employees.

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

- 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 his designated representative shall be final, unless the grievance is submitted to arbitration pursuant to Section 8 hereof.

Section 8. Arbitration

- A. Within thirty days from the receipt of the written decision of the department head, or his designated representative, the union may request that the grievance be submitted to arbitration as provided for hereinafter.

- 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 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 head, 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. 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.
- C. In the event the union 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, which written request shall:

1. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration; and
 2. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him 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 will attempt to mutually select an arbitrator. If after five (5) working days the parties cannot agree on an arbitrator, the parties will request the Employee Relations Commission to appoint the arbitrator.
- D. 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.

- E. 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 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.

- F. 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 the Memorandum of Understanding.

- G. 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 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.

- H. 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:

GRIEVANCE PROCEDURE

Recognition

Purpose

Implementation

Term

Renegotiation

Discrimination

Safety and Health

Payroll Deductions and Dues

Leave of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 23 EXPEDITED ARBITRATION

- A. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 19, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
- B. 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.
- C. 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, and discrimination; nor

3. 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. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and PPOA will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
- E. 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.
1. 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.

2. 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.
- F. 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.
- G. 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.
- H. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutually agreement of the parties and the arbitrator will a written decision be issued.
- I. 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.
- J. 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.

- K. 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.

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

- Recognition
- Non-Discrimination
- Implementation
- Term
- Renegotiation
- Safety and Health
- Payroll Deductions and Dues
- Leave of Absence for Union Business
- Authorized Agents
- Provisions of Law

ARTICLE 24 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 provision 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 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 of their authorized representatives, including the Chief Executive Officer or his authorized representative.

- C. 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 8 of Article 19, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 19 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 19 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 applications 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 19 hereof.

ARTICLE 25 PAYROLL DEDUCTIONS AND DUES

Section 1. Deductions and Dues

It is agreed that the Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provision 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.

It is further understood and agreed that Management shall not be required to deduct said dues or other deductions or to remit same to PPOA when any employee covered hereunder requests in writing that the County cancel all or any portion of any deductions previously authorized.

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

Section 2. Security Clause

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

by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be canceled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

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 Bargaining Unit shall be as a condition of continued employment, either join the certified majority representative organization; or pay the organization a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop fee to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)3 of the Internal Revenue Service Code.

B. Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public

employee organizations, shall not be required to join or financially support the Union.

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

C. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Bargaining Unit under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this Memorandum of Understanding.

D. Union Responsibilities – Hudson Notice

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

E. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, a notice advising that the County has entered into an Agency SHop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction 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 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. 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.

G. Indemnification Clause

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

ARTICLE 26 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 section may arrange with the Auditor-Controller for the employee to pick up his supplemental or corrected check 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.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with Step 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.

ARTICLE 27 STAFF ACCESS

Authorized PPOA representatives shall be given access to non-security and non-patient work locations during working hours to conduct union business with employees. Within 30 days of execution hereof, the union 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 PPOA. Authorized union 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, PPOA agrees its representatives will not interfere with work operations.

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 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 29 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 30 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 PPOA 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 PPOA 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.

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 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.

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 31 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 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 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 33 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, 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 34 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 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 35 EMPLOYEE LISTS

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

Management will allow, and schedule PPOA for one hour during orientation of each group of new employees covered by this agreement. Management will provide information to each new employee entering the unit, provided by PPOA, announcing PPOA's role as bargaining agent and membership information.

ARTICLE 36 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. The PPOA, principal authorized agent shall be the Executive Director or his/her duly authorized representative (Address: 188 E. Arrow Highway, San Dimas, CA 91773; Telephone: (323) 261-3010).

ARTICLE 37 EMPLOYEE PARKING

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

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

ARTICLE 38 BONUSESSection 1. POST Certificate Bonus

Employees who are POST Certified will receive the provisions of POST bonuses set forth in Section 6.10.105 (A)(3) of the County Code. Departmental management shall only be required to provide reasonable training to assist employees to achieve Basic POST certification. Training for Intermediate and Advanced Certification shall be entirely at the employee's expense.

Section 2. POST Certificate Bonus

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

The date on which training is completed, or the date of issue on said Certificate shall be the effective date for the award of the bonus for payroll purposes, except when new

employees possess a POST certificate upon employment, then the date for the award of the bonus shall be the date of employment.

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

Employees who do not qualify for the Basic POST bonus as set forth above, shall remain eligible for the twenty-six (26) standard salary "level" bonus by certifying to management every six (6) months that steps are being taken (training or education, not experience) to achieve the Basic POST Certificate.

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

Section 3. Shooting Bonus

The parties agree that employees in this Unit shall be entitled to Shooting bonus compensation pursuant to the provisions of County Code Section 6.10.110(A) as follows:

- | | | |
|----|----------------------|------------------------|
| A) | Marksman | \$2.00 per pay period |
| B) | Sharpshooter | \$4.00 per pay period |
| C) | Expert | \$8.00 per pay period |
| D) | Distinguished expert | \$16.00 per pay period |

ARTICLE 39 ALTERNATIVES TO LAYOFFS

During the term of the MOU, if the County determines that workforce reductions are necessary, the County shall factor in attrition, implement transfers of qualified employees to available vacancies, and allow voluntary demotions before laying off any member of this bargaining unit. Nothing in this paragraph limits Management's authority to implement layoffs pursuant to Civil Service Rules

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, 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 this paragraph 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.

The Chief Executive Officer and departmental management will develop and implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

ARTICLE 40 DRUG TESTING

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

ARTICLE 41 SUPERVISORY COUNTY POLICE OFFICERS 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 Committee shall consist of the Chief of each Office of Public Safety Bureau and (3) employee representatives designated by the PPOA President. An Office of Public Safety Chief representative and a Union designated representative shall serve annually as Chair and Co-Chair. The role of Chairperson and Co-Chairperson shall alternate annually between Management and PPOA. 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 in writing to the Chief, Office of Public Safety. The Chairperson and Co-Chairperson 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.

ARTICLE 42 STANDBY PAYSection 1.

It is understood and agreed that employees in this Unit who are assigned regularly scheduled periods of authorized standby status at off-duty times in accordance with County Code Provision 6.10.120 (A) shall receive \$.25 cents per hour, not to exceed a maximum of \$50.00 per month, per employee.

Section 2.

Management shall specify at the beginning of each quarterly period, the number of employees by classification that are required to be available for standby status. Each employee in the Office of Public Safety may specify that he/she does not desire to be available for such standby status. In the event an insufficient number of employees are available for such standby status in a department, management may exercise its discretion and assign standby status to employees on the basis of the needs of the service and operational considerations.

Section 3.

It is the intention of the parties that no additional compensation for standby status shall be made since the employee placed on standby status is not unreasonably restricted as defined by the Fair Labor Standards Act.

Section 4. 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 re 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 5. 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 6. 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 43 COUNTY POLICE EDUCATIONAL ADVANCEMENT PROGRAM

The parties agree to meet and form a Committee to study the feasibility of implementation of an Educational Advancement Program during the term of this MOU.

ARTICLE 44 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 Coroner's Department.

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 in January 2010.

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 Coroner's Department. The Policy and Procedure Manual shall be completed by November, 2010, unless labor and management agree otherwise.

ARTICLE 45 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 representatives to execute this Memorandum of Understanding the day, month and year first above written.

PROFESSIONAL PEACE
OFFICERS ASSOCIATION
AUTHORIZED REPRESENTATIVES

By 
BRIAN MORIGUCHI
President, PPOA

By 
PAUL ROLLER
Executive Director, PPOA

COUNTY OF LOS ANGELES
AUTHORIZED REPRESENTATIVES

By 
WILLIAM T. FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS