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AGREEMENT

OFFICER REPRESENTATION SECTION (O.R.S.)

STATEMENT OF INTENT:

The Officer Representation Section is established to provide logistical, clerical and supervisory support of officer representatives engaged in the representation of accused and involved officers and to promote a harmonious labor-management relationship within the Los Angeles Police Department in matters concerning the administration of discipline. The Section will also provide centralized management of officer representatives as described below.

Nothing in these rules and guidelines shall be construed to interfere, obstruct or hinder an officer in seeking the truth while safeguarding the rights of the accused or involved officers.

It is agreed that Management of the Department will give the highest priority to confidentiality of communication between represented officers and their representatives and to information learned during any investigation on behalf of the accused. Nothing in these rules and guidelines shall be construed to permit breach of

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confidentiality regarding communications, strategy of defense or any information which might jeopardize the defense of an accused officer or be otherwise detrimental to his/her interests, except as provided for in M.O.U. Article 32.

The League and Management agree that upon acceptance by both parties of the language contained herein these agreements will supersede any directive issued by the O.I.C. of the O.R.S. that conflicts with these agreements. The effective date will be the date signed by both parties.

DEFINITIONS:

1. THE LEAGUE: The Los Angeles Police Protective League, the recognized employee organization representing all sworn members of the Los Angeles Police Department of the rank of Lieutenant and below.
2. MANAGEMENT: The Chief of Police and his subordinates who exercise managerial and supervisory authority over the officer representatives and administer the disciplinary system on behalf of the Los Angeles Police Department.
3. THE ACCUSED OFFICERS: Those officers represented by the League who are the subject of any investigation into allegations of misconduct, or who are charged with misconduct

arising out of any investigation conducted wholly or in part by the Los Angeles Police Department.

4. OFFICER REPRESENTATIVE: Members of the Los Angeles Police Protective League staff, an officer of the Department loaned on a full or part time basis to the Officer Representation Section. For purposes of this agreement, this shall include personnel complaint interview representative, Skelly representative, defense representative, probationary employee administrative appeal representative and grievance representative, as those terms are used in Article 32 of the Memorandum of Understanding between the League and Management.
5. O.I.C.: Unless otherwise specified, shall refer to the Officer-In-Charge of the Officer Representation Section.

I. WORK SCHEDULES:

- A. It is agreed that work schedules of officer representatives must be flexible to take in account the various needs of the representatives in fulfilling their mission as described in Article 32 of the M.O.U. and Charter Section 202. Schedules of officer representatives shall be dictated by such factors as the nature of the investigation, schedules of the accused officer and the representative, availability of witnesses, need to obtain information and prepare

documents, complexity of the case, and schedules imposed by Boards of Rights and other administrative hearing bodies.

- B. As a general rule, employees assigned to the O.R.S. shall be assumed to be working normal business hours, off on holidays and weekends.
- C. Before the start of each deployment period, each officer representative shall report his/her work schedule to the O.I.C. The report shall include any anticipated deviation from the routine schedule, such as modified work hours and/or changes in days off. However, should there be an unanticipated change during the deployment period, oral notification shall be made as soon as practicable to the O.I.C., prior to change.
- D. If notification cannot be made during normal business hours, notification shall be made to the O.I.C. or in his absence to the Assistant O.I.C. via telephone or pager. If neither supervisor is available then the Section answering machine shall be utilized.

## II. LOCATION OF WORK:

- A. Assigned employees shall be considered to have arrived at a work location when that employee arrives:

1. At O.R.S. office or;
  2. At some other location, provided that advance notification is made to the O.I.C. and the location is one where work is performed in furtherance of representation or other official duties.
- B. Assigned employees shall not be considered to have started a work day by virtue of arrival at the location of a dispersal car only.
- C. Nothing in, paragraph "B" above shall be construed to adversely impact legal entitlement, if any, to workers compensation or other disability benefits should the officer be injured during a commute in a City vehicle to a normal work location.

### III OVERTIME:

- A. Overtime reports shall be submitted no later than the officer representative's next working day following the date during which the overtime was worked.
- B. A request to work overtime shall be made to the O.I.C. c the O.R.S. in advance. Overtime approval shall not be unreasonably withheld.
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- C. If a dispute arises regarding approval of a request for overtime, the O.I.C. of O.R.S. may deny the request, but shall not order the representative not to work. Any overtime worked but denied shall be subject to the grievance procedure, wherein the burden of proof shall be upon the grievant.
- D. Any officer representative subjected to an off-hour call out has the option of receiving overtime compensation per the M.O.U. or adjusting his work schedule accordingly. The officer representative shall inform the O.I.C. of the type of overtime compensation he/she opts to receive the next working day following the day it was worked.
- E. Notification of call out shall be made to the O.I.C. or in his absence to the Assistant O.I.C. via telephone or pager prior to responding. If neither supervisor is available then the Section answering machine shall be utilized.

IV. RING-INS AND RING-OFFS:

- A. Officer representatives shall timely report by telephone their arrival time at work, if other than at the O.R.S. office.

- B. Officer representatives shall call the O.R.S. office for messages and to report their status approximately every three hours.
- C. Officer representatives shall ring-off at end of watch to the O.R.S. office during normal working hours, and to the O.R.S. answering machine at all other times.
- D. No ring-ins for messages or to report status shall be required when the officer is engaged in representation at a Board of Rights or other Administrative Hearing.

V. LOGS:

- A. General logs shall normally be completed daily and submitted in a timely manner. Logs shall be submitted within one week after they are completed.

VI. DRESS CODE:

- A. Uniform or other appropriate business attire, as described in the Department Manual, Section 3/605.50, shall be worn by the officer representatives during working hours.

VII. ROLE OF O.I.C.:

- A. The parties recognize that officer representatives are charged with the responsibility to seek the truth while safeguarding the rights of the officers whom they represent. Therefore, nothing in these rules and guidelines shall be construed to authorize the interference in any manner whatsoever in the duties of officer representatives as described in Article 32 of the M.O.U.
  
- B. Service of documents or other materials at O.R.S. does not constitute service on the represented officer.
  
- C. Should an officer representative choose to discuss an issue or concern with a member of the O.R.S. staff, that issue or concern will not be discussed with other Department entities unless specifically requested to do so by the officer representatives. However, this does not preclude the O.R.S. staff from reporting officer representative misconduct.
  
- D. Neither the O.I.C. nor his staff shall hinder, obstruct or interfere in the accused or involved officer's freedom of choice to select an officer representative.
  
- E. The Department shall make arrangements to provide adequate private space for the conduct of confidential



business involving representation of accused or involved officer.

- F. The O.I.C. and staff of this section shall be primarily responsible for the traditional management functions including timekeeping and logistical and clerical support of the officer representatives assigned to this section. Absent exigent circumstances, neither the O.I.C. nor his staff shall be directly involved in activities involving representation of accused or involved officers.

VIII. ACCESS TO O.R.S. OFFICE:

- A. No person other than officer representatives and Officer Representation Section staff shall be allowed in working spaces or other areas where files or other materials are used or kept by officer representatives.

LETTER OF INTENT:

- IX. The parties mutually agree to rename the Employee Representation Unit. It shall be named the "Officer Representation Section" (O.R.S.).
- X. The parties mutually agree that the Letter of Intent of the 1988-92 M.O.U., Police Officers, Lieutenant and Below, Representation Unit, pertaining to the limited tour of assignment of the O.I.C. and Assistant O.I.C. of the Officer

Representation Section (B.3.) shall be deleted. The parties mutually agree to re-evaluate the term limits in January 1996.

XI. OFFICER REPRESENTATIVE/ATTORNEY RELATIONSHIP

A. The duties of an officer representative shall terminate upon the filing of an administrative appeal after the Board of Rights, except when the matter is remanded back to the Board of Rights by the Chief of Police or a court, whereupon the officer representative shall represent the officer's interests on remand.

B. In the event the accused officer is subject to criminal charges which are factually the same as the administrative charges, and the criminal trial takes place after the Board of Rights is concluded, the officer representative shall not function as part of the criminal defense team regarding the criminal trial. If called as a witness, the officer representative shall testify, but the Department may request through the court that he/she be put on call during the criminal trial.

C. In the event the accused officer is subject to criminal charges which are factually the same as the administrative charges, and the criminal trial precedes the Board

of Rights, the officer representative may meet and consult with the criminal defense attorney if that attorney is also the attorney of record for the Board of Rights. In that event, the officer representative may attend the criminal trial in order to observe the testimony of witnesses and presentation of evidence, however, he/she may not act as an investigator for the criminal defense attorney, and must not be a part of the criminal defense team during court proceedings.

D. In the event the criminal trial precedes the Board of Rights, but the criminal attorney is not the attorney of record for the Board of Rights, the officer representative may consult with the criminal attorney to obtain information, but shall only provide information he/she may have to the accused officer, and not the criminal attorney. The officer representative may, however, attend the trial for the reasons stated in (C) above.

E. The primary duty of the officer representative shall be the preparation of the defense for the trial board, and his/her efforts must be so directed. The officer representative shall only work toward the defense of charges which will be brought before the Board of Rights.

F. All officer representatives shall be bound to report information concerning criminal misconduct in accordance with

current case law. (Titus v. Civil Service Commission 130 Cal.App.3d 357, 181 Cal.Rptr. 699).

G. Nothing in this Section shall prevent officer representative(s) from consulting with League General Counsel or other counsel retained by the League for such purpose.


NOTE: Officer representatives shall not be permitted to run errands at the direction of the criminal defense attorney, or act in the capacity of a defense investigator or consultant during the conduct of the criminal trial.

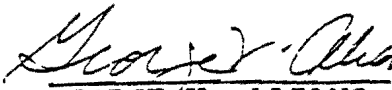
XII. UERP No. 760


The parties hereto have entered into this agreement in settlement of UERP No. 760 which will be withdrawn. This agreement supersedes any and all prior Department directives concerning the Officer Representation Section previously referred to as Employee Representation Unit/Section.

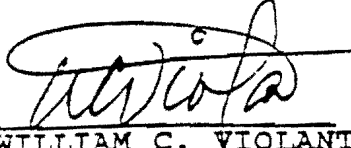
Los Angeles Police  
Department Representative

Los Angeles Police  
Protective League

  
Date: 7-2-91  
CAPTAIN PAUL COBLE  
Employee Relations Administrator

  
Date: 7/2/91  
GEORGE V. ALIANO  
President

  
Date: 7/2/91  
LT. RICHARD VIOLANO  
Officer Representation Section  
OIC

  
Date: 7/2/91  
WILLIAM C. VIOLANTE  
Director