

3-02/290.15 - Court Time Guidelines

Court Time for Employees in ALADS Unit 611

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

Court Time for Employees in PPOA Unit 612

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

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 hours minimum plus actual time in court over two hours (includes travel time and evidence pick-up).

Increments of Time

Time earned, credited, and paid pursuant to the above indicated sections shall be in increments of 15 minutes.

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