

OFFICE OF THE CHIEF OF POLICE

SPECIAL ORDER NO. 14

AUGUST 5, 1988

**SUBJECT:** POLICY ON SEXUAL HARASSMENT

**PURPOSE:** This Order establishes the Los Angeles Police Department policy statement on Sexual Harassment.

**POLICY:** It is essential that the Department maintain a healthy working environment which will provide all employees the opportunity to perform their duties to their fullest potential. The working environment must be free of sexual harassment to assure fair and courteous treatment of all employees. Sexual harassment is a violation of Federal and State law and of City and Department policy. It exposes the City, the Police Department, and the offending employee to serious liability and can lower morale, undermine the integrity of employee relationships, and interfere with the efficiency of Department operations. Sexual harassment is viewed by the Department as serious misconduct which can result in the offending employee being subject to disciplinary action up to and including termination. The Department will not tolerate sexual harassment.

**PROCEDURE:**

- I. **EMPLOYEE RESPONSIBILITY.** All employees are responsible for avoiding situations which involve actual or apparent sexual harassment. When employees observe behavior they believe to be sexual harassment they should confront the offender directly and make it clear that the offender's behavior is unacceptable and the behavior must stop. Employees who become aware of conduct they believe to be sexual harassment, whether or not the conduct is directed at them, witnessed by them, or related to them by another employee, shall report the incident to a supervisor immediately. Employees who do not receive a satisfactory response to their complaint shall contact the next level of supervision; the Sexual Harassment Counselor/Women's Coordinator, Office of the Chief of Police (485-3252); or Employee Opportunity and Development Division.

All employees may obtain support and guidance when dealing with situations involving sexual harassment. In addition to their supervisors; the Sexual Harassment Counselor/Women's Coordinator, Office of the Chief of Police; and Employee Opportunity and Development Division, employees may also contact the City Personnel Department's Sexual Harassment Counselor, Equal Employment Opportunities Division (485-4388).

- II. **SUPERVISORY RESPONSIBILITY.** Supervisory employees shall ensure that each workplace has a working atmosphere free from sexual harassment for all employees. The working environment shall be businesslike, assuring fair and courteous treatment for all employees and the public they serve. Supervisors shall take prompt and appropriate action whenever they observe or are made aware of any action or conduct that may be interpreted as sexual harassment.
- III. **COMMAND RESPONSIBILITY.** Commanding officers are responsible for ensuring that their commands are free of sexual harassment by providing appropriate training and inspection which ensures the existence of a working environment free of sexual harassment. Moreover, commanding officers shall ensure that supervisors assigned to their command strictly enforce the policy of this Department against sexual harassment promptly and appropriately.

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Commanding officers shall also ensure that each sworn employee, line and technical reserve police officer, and civilian employee in their command, receives a copy of this Special Order. Commanding officers shall forward a divisional roster with the signatures of those persons who have received their copy, and an anticipated date of service for each person who has not received a copy, to Personnel and Training Bureau no later than one Deployment Period (DP) after receipt of the Special Order. Commanding officers shall make monthly updates until all personnel in their command have received a copy of this Special Order.

**AMENDMENT:** This Order adds Section 1/280 to the Department Manual.



**DARYL F. GATES**  
Chief of Police

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OFFICE OF THE CHIEF OF POLICE

MEMORANDUM NO. 5

MAY 11, 1993

**SUBJECT: CHANGE IN DEPARTMENT'S SEXUAL HARASSMENT POLICY**

The Department is strongly committed to preventing sexual harassment in the workplace and has been exploring different training programs and reviewing current policy to determine ways to enhance interpersonal communications, improve awareness, and educate personnel. In reviewing the current sexual harassment policy, it was determined there needs to be an immediate modification to the policy.

Under Employee Responsibilities, the current sexual harassment policy states, "When employees observe behavior they believe to be sexual harassment they should confront the offender directly and make it clear that the offender's behavior is unacceptable and the behavior must stop." This wording implies that it is necessary for a victim to confront the offender before proceeding with a complaint. This is not accurate.

Confronting an offender is not a prerequisite or requirement for reporting the incident to a supervisor or other entity, or for filing any legal claim. However, if an offended employee chooses to inform the offender, especially if the offended employee considers the offense minor in nature, that employee is encouraged to do so. Communicating personal boundaries and tolerances with co-workers is important to reducing misunderstandings, increasing awareness, and promoting mutual respect. The Department Manual will be amended at the next printing to remove the language implying a requirement to confront an offender.

If an offended employee is uncomfortable with approaching the offender, or if the behavior continues after the employee has put the offender on notice, the employee should contact any of the following entities for assistance:

- \* Any Department supervisor;
- \* Any command or staff officer;
- \* The Department Women's Coordinator;
- \* Employee Opportunity and Development Division;
- \* The Board of Police Commissioners;
- \* The Office of the Mayor;
- \* The State of California Department of Fair Employment and Housing; or
- \* The Federal Equal Employment Opportunities Commission.

MAY 11, 1993

In the upcoming months, every Department employee will be receiving enhanced training on the subject of sexual harassment. In the interim, employees are reminded that respect for individual dignity is an integral part of this Department's philosophy and must be practiced by all employees.



**WILLIE L. WILLIAMS**  
Chief of Police

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OFFICE OF THE CHIEF OF POLICE

SPECIAL ORDER NO. 11

AUGUST 2, 1996

**SUBJECT: SMOKING POLICY**

**PURPOSE:** On January 1, 1995, the California State legislature enacted legislation which prohibits the smoking of tobacco products in all enclosed places of employment, which includes all employer-owned/operated vehicles. This Order establishes Department policy to comply with State law and standardizes Department policy on the use of tobacco products by Department employees.

**POLICY:** Department employees, both sworn and civilian, shall not smoke any type of tobacco product in any enclosed place of employment.

Uniformed sworn employees shall not smoke tobacco products or hold any pipe, cigar, or cigarette, except as may be required during the course of their duties, while in public view. For the purpose of this policy, uniformed officers on free time (Code 7) or who, with the approval of their commanding officer, are representing the Department in an activity for which the uniform is being worn (Manual Section 3/606.15), are considered on-duty. Non-uniformed sworn employees conducting official Department business shall not smoke any tobacco products while engaged in contact with a citizen or while in a residence or business.

**Exception:** Off-duty uniformed employees (active and retired) away from the place of employment are excluded from this policy.

**Note:** Commanding officers shall designate an appropriate outdoor location(s) within their commands where employees will be allowed to smoke. Designated smoking areas should not be visible to the general public.

The Commanding Officer, Fiscal Support Bureau, is responsible for Parker Center and has designated the San Pedro Street side of the Building as the smoking area for this facility.

**AMENDMENTS:** This Order adds Sections 1/210.65 to the Department Manual.

**AUDIT RESPONSIBILITIES:** Each bureau commanding officer shall monitor compliance with this directive in accordance with Department Manual Section 0/080.30.



**WILLIE L. WILLIAMS**  
Chief of Police

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OFFICE OF THE CHIEF OF POLICE

ADMINISTRATIVE ORDER NO. 2

FEBRUARY 21, 1992

SUBJECT: A DRUG-FREE LOS ANGELES POLICE DEPARTMENT

Department employees are the most prominent representatives of City government, and as such must remain above reproach at all times. Every member of the Los Angeles Police Department has been vested with a position of inviolable trust and has an obligation to remain drug-free and an example for the public we serve. The abuse of drugs by even a single employee gives evidence of a cancer which must be effectively dealt with and resolved to the benefit of the employee and the Department. Drug abuse is the wrong or improper use of chemical substances. It includes the use of any illegal drug or controlled substance, along with the misuse of other chemical substances such as alcohol, anabolic steroids, and prescription or over-the-counter medications.

Commanding officers shall ensure that each sworn employee, line and technical reserve police officer, and civilian employee in their command receives a copy of the attached Chief's Bulletin entitled, "A Drug-Free Los Angeles Police Department." Commanding officers shall cause each employee to complete the acknowledgement. All employees are required to sign the acknowledgement.

Commanding officers shall forward completed acknowledgements, along with a divisional roster indicating those persons who have received their copy and an anticipated date of service for each person who has not received a copy, to Personnel and Training Bureau no later than March 20, 1992. Commanding officers shall make monthly updates until all personnel in their command have received and signed the statement of acknowledgement.



DARYL F. GATES  
Chief of Police

Attachments

DISTRIBUTION "A"

FEBRUARY 21, 1992

CHIEF'S BULLETIN  
A DRUG-FREE LOS ANGELES POLICE DEPARTMENT

Since the last bulletin on a drug-free Los Angeles Police Department was published in June 1987, the City of Los Angeles and employee bargaining representatives, both jointly and individually, have launched several employee assistance programs. The Department remains committed to providing assistance to employees who develop personal problems wherever and whenever possible. To this end, the Department has established the Employee Assistance Unit which is responsible for employee assistance and wellness programs, exclusive of any programs administered through Behavioral Science Services Section. The Employee Assistance Unit provides referral services to civilian and sworn employees who are faced with personal problems concerning substance abuse, family problems, financial problems, or medical problems.

The Behavioral Science Services Section is available for individual or group counseling and therapy for all Department employees and their families concerning personal, marital, family, or job-related problems.

Department sworn and civilian employees and their families may also seek assistance with their personal problems by choosing to use the counseling services provided by the City or by their union in the form of an "Employee Assistance Program" (EAP). Effective July 1, 1991, civilian employees, except those represented by Local 347, can seek assistance through the City's civilian EAP. Civilian employees represented by Local 347 must use the EAP provided for in their Memorandum of Understanding. Information on the City's civilian EAP will be distributed to civilian employees in the very near future.

I encourage all of you to use any of the counseling services described above for the problems for which they were designed. However, as you are all aware, on June 22, 1987, I issued Administrative Order No. 5 entitled A DRUG FREE LOS ANGELES POLICE DEPARTMENT, along with a bulletin explaining the Order. The purpose of that order was to codify the long standing policy of the Department on drug abuse. Each of you signed a statement which acknowledged that you understood the penalty for drug abuse:

"The penalty for drug abuse by any LAPD employee, sworn or civilian, can be and very likely will be termination; and where a criminal act is provable, prosecution."

Chief's Bulletin  
February 21, 1992  
Page Two

All employees hired since the publication of Administrative Order No. 5, dated June 22, 1987, have been required to read and sign a copy of the order during the employment process.

At this time, I wish to advise you that participation in an EAP or in Department provided counseling services will neither prevent a personnel investigation for drug abuse, nor alter or mitigate the penalty for abusing drugs.

To make certain that this firm Department policy and commitment to your safety is understood by everyone, I have directed that every sworn and civilian member of the Department be provided a copy of this bulletin. Read it, and acknowledge having done so by signing a document that will be provided by your commanding officer.

You will be hearing more about the programs I have discussed very soon. They were developed with your well-being and the well-being of your loved ones in mind.



DARYL F. GATES  
Chief of Police

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## Willis Towers Watson

### Policy Summary – Group Accident

**Policyholder: City of Los Angeles for Volunteer Worker**

**200 N. Main Street, Los Angeles, CA 90012**

**Insurance Co: National Union Fire Insurance Company**

**Policy #: SRG 0009154634**

**Coverage: Group Accident Insurance**

**Coverage Term: 3 Years**

**Effective Dates: April 1, 2021 to April 1, 2024**

*The following is a brief description of the Group Accidental Death and Dismemberment Plan provided for authorized volunteer workers of the City of Los Angeles. The benefits described are subject to certain limitations and exclusions as described in the Policy. For specific definitions of terms used below as well as further details and information about this Plan, please see the Policy.*

### Eligibility

The persons eligible for coverage under the abovereferenced blanket accident insurance policy (herein called the Policy) issued to the Policyholder are: All registered volunteers of the policyholder whose name is on file and for whom premium has been paid.

### Benefit Amount

**Your maximum Benefit Amount will be \$25,000.** At age 70 the Benefit Amount will be reduced as follows:

<u>Age at Date of Loss</u>	<u>Percent of Benefit Amount</u>
70-74	65%
75-79	45%
80-84	30%
85 and Older	15%

Policy Aggregate Limit: \$500,000

### Description of Coverage

This plan offers protection 24 hours a day, 365 days a year against certain injuries resulting from a covered accident sustained in the course of performing your duties as an authorized volunteer for the City of Los Angeles, subject to certain limitations (see exclusions/limitations). The benefits provided are payable only in excess of expenses payable under any other valid and collectible insurance.

### Benefits Provided

If you have an accident that results in a loss of life, loss of a limb(s), sight, speech or hearing, or paralysis of certain limbs, resulting from a covered accident within 365 days of the date of the accident, National Union Fire Insurance Company, may pay certain Benefit Amounts to you or your designated beneficiary. If the accident results in more than one of these losses, only the loss with the largest benefit will be payable.

## Additional Benefits Provided

- Accident Medical Expense Benefit (any covered accidental injury including Dismemberment): If You suffer an Injury that results in death within 365 days of the date of the accident that caused the Injury, the Company will pay You 100% of the Maximum Amount.  
If You suffer an Injury that results, within 365 days of the date of the accident that caused the Injury, in any one of the Losses specified below, the Company will pay the percentage of the Maximum Amount. If by reason of an accident occurring while Your coverage is in force under the Policy, You are unavoidably exposed to the elements and as a result of such exposure suffer a loss for which a benefit is otherwise payable under the Policy, the loss will be covered under the terms of the policy. If You suffer an Injury that, within 30 days of the date of the accident that caused the Injury, requires You to be treated by a Physician, the Company will pay the Usual and Customary Charges incurred for Medically Necessary Covered Accident Medical Services received due to that Injury, up to the Maximum Amount per Insured for all Injuries caused by the same accident. Benefits are payable for charges incurred within 52 weeks after the date of the accident causing the Injury.
- Hearing Aid or Prosthetic Appliance Benefit: If you suffer a covered injury resulting in a loss that is payable under the Accidental Dismemberment and Covered Loss of Use Benefit and you are required to use a hearing aid or prosthetic appliance as a result of the covered injury, an additional benefit may be paid equal to the lesser of the actual cost or 10% of your Benefit Amount.

## Additional Benefits Provided continued

- Home Alteration and Vehicle Modification Benefit: If You suffer an accidental dismemberment or paralysis or an accidental loss of use for which an Accidental Dismemberment or Paralysis or Loss of Use Benefit is payable under the Policy and you did not, prior to the date of the accident causing such loss(es), require the use of a wheelchair to be ambulatory; and as a direct result of such loss(es) are now required to use a wheelchair to be ambulatory; The Company will pay Covered Home Alteration and Vehicle Modification Expenses that are incurred within one year after the date of the accident causing such loss(es), up to the Maximum Amount, for all such losses caused by the same accident.
- Seat Belt Benefit: If You suffer an accidental death such that an Accidental Death benefit is payable under the Policy and the accident causing death occurs while You are operating, or riding as a passenger in an automobile and wearing a properly fastened, original, factory-installed seat belt, the Company will pay 100% of the appropriate Maximum Amount shown in the Schedule of Benefits. Verification of the actual use of the seat belt, at the time of the accident, must be a part of an official report of the accident or be certified, in writing, by the investigating officer(s).

## Limitations

If You suffer one or more losses from the same accident for which amounts are payable under more than one of the following Benefits provided by the Policy, the maximum amount payable under all of the Benefits combined will not exceed the amount payable for one of those losses, the largest: Accidental Death Benefit, Accidental Dismemberment Benefit. The aggregate limit of indemnity for which the Company shall be liable with respect to Injuries sustained by more than one covered person under the Policy as a result of the same accident will not exceed the amount shown as the Aggregate Limit in the Schedule of Benefits. If the combined maximum amount otherwise payable for all covered persons under the Policy must be reduced to comply with this provision, the reduction will be taken by applying the same percentage of reduction to the individual maximum amount otherwise payable for each covered person for all such losses under all those Benefits combined.

## Exclusions

No coverage shall be provided under this Policy and no payment shall be made for any loss resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following excluded risks: (1) suicide or any attempt at suicide or intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury or autoeroticism; (2) sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from any of these; (3) Your commission of or attempt to commit a crime; (4) infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes; (5) declared or undeclared war, or any act of declared or undeclared war, except if specifically provided by this Policy; (6) participation in any team sport or any other athletic activity, except participation in a Covered Activity; (7) full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned premium for any period for which You are not covered due to Your active duty status will be refunded) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded). (8) travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if You are (a) riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or (b) performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or (c) riding as a passenger in an aircraft owned, leased or operated by the Policyholder or Your employer; (9) Your being under the influence of intoxicants; (10) Your being under the influence of narcotics unless taken under the advice of and as specified by a Physician; (11) the medical or surgical treatment of sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from the treatment; (12) stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm; (13) any condition for which the Insured is entitled to benefits under any Workers' compensation Act or similar law; (14) Your riding in or driving any type of motor vehicle as part of a speed contest or scheduled race, including testing such vehicle on a track, speedway or proving ground; (15) any loss incurred while outside the United States, its Territories or Canada. Accident Medical Expense benefits are payable only in excess of expenses payable under any other valid and collectible insurance.

## Claims Provisions

You, your beneficiary, or someone on their behalf, must give Atlantic Specialty Insurance Company written notice of a covered loss within 20 days of such loss. The notice must name you and the policy number. The toll-free number to report a claim is: **800-551-0824**.

## Important

This is a brief description of the coverage provided through the Group Accidental Death & Dismemberment plan. If any conflict should arise between the contents of this handout and the Master Policy or if any point is not covered herein, the terms of the Master Policy shall govern in all cases.

# LOS ANGELES POLICE DEPARTMENT

## Community Volunteer Approval

Internal Processing By Volunteer Coordinator

### C. Third Step:

- Provide the volunteer with copies of: Special Order No.14, *Policy on Sexual Harassment*, dated August 5, 1988; Memorandum No. 5, *Change in Department's Sexual Harassment Policy*, dated May 11, 1993; Special Order No. 11, *Smoking Policy*, dated August 2, 1996; Chief's Bulletin, *A Drug-Free Los Angeles Police Department*, dated February 21, 1992; and *Explanation of Volunteer Insurance Coverage*.

### Please have volunteer initial below to acknowledge receipt:

\_\_\_\_\_ I have received a copy of Special Order No. 14, *Policy on Sexual Harassment*, dated August 5, 1988. As a community volunteer with the Los Angeles Police Department, I agree to abide by this policy.

\_\_\_\_\_ Office of the Chief of Police, Memorandum No. 5, *Change in Department's Sexual Harassment Policy*, dated May 11, 1993. As a community volunteer with the Los Angeles Police Department, I agree to abide by this policy.

\_\_\_\_\_ I have received a copy of Special Order No. 11, *Smoking Policy*, dated August 2, 1996. As a community volunteer with the Los Angeles Police Department I agree to abide by this policy.

\_\_\_\_\_ I have received a copy of the Chief's Bulletin, *A Drug-Free Los Angeles Police Department*, dated February 21, 1992. As a community volunteer with the Los Angeles Police Department, I agree to abide by this policy.

\_\_\_\_\_ I have received a copy of the City of Los Angeles Explanation of Volunteer Insurance Coverage.

### D. Fourth Step:

**Inactive Status:** When a volunteer is no longer active or separates from the Department; complete the Separation from Community Volunteer Service Form, collect the Volunteer Identification Card, update the Reserve and Volunteer Management System (RVMS) and submit the separation form to the Community Outreach and Development Division (CODD) via email to **LAPDVOLUNTEERS@LAPD.ONLINE**.