

**LOS ANGELES SCHOOL POLICE MANAGEMENT ASSOCIATION**  
**UNIT H**  
**MEMORANDUM OF UNDERSTANDING**  
**2014-2017**

This Memorandum of Understanding for the 2014-2017 Successor Agreement is made and entered into this 28 day of August, 2014 by and between the Board of Education of the Los Angeles Unified School District ("the District") and the Los Angeles School Police Management Association (LASPMA).

Pursuant to the parties' 2005-2008 Agreement (which has previously been extended to cover the time period of July 1, 2009 through the present date), the District and LASPMA have met and negotiated in good faith and completed their negotiations for a successor collective bargaining agreement, as follows:

- A. **INCORPORATION OF PREVIOUS TERMS:** All articles and provisions of the parties' 2005-2008 Agreement are incorporated as part of LAUSD-LASPMA 2014-2017 Agreement except as modified below, or as required to make appropriate, non-substantive language corrections.
- B. **COMPENSATION:**

**2014-2015 Wages**

Effective July 1, 2014, all Unit H bargaining unit members shall receive a 2% across-the-board, on-schedule wage increase applied to, and based upon, current base salary tables.

**2015-2016 Wages**

Effective July 1, 2015, all Unit H bargaining unit members shall receive a 2% across-the-board, on-schedule wage increase applied to the 2014-2015 base salary tables. The increase is contingent upon District identification of increased revenues and/or reductions in operating expenses sufficient to fund the budgetary impacts of this salary increase. If there are indications that such resources may not be feasible or sufficient, the District shall promptly give notice to LASPMA and immediately commence discussions of the issues and alternatives.

**2016-2017 Wages**

Effective July 1, 2016, all Unit H bargaining unit members shall receive a 2.5% across-the-board, on-schedule wage increase applied to the 2015-2016 base salary tables. The increase is contingent upon District identification of increased revenues and/or reductions in operating expenses sufficient to fund the budgetary impacts of this salary increase. If there are indications that such resources may not be feasible or sufficient, the District shall promptly give notice to LASPMA and immediately commence discussions of the issues and alternatives.

It is also agreed that should the Board of Education approve a higher general percentage increase on the base salary table for another group of employees, Unit H will receive comparable treatment.

**Health and Welfare Benefits**

The District contribution rate for the current calendar year is funded in accordance with the 2012-2014 Health Benefits Agreement on Health and Welfare. As set forth in that Agreement, for the 2013-2014 fiscal year, the District's total contribution to the health fund represents an approximate 4.6968% on-going increase in total contribution for 2013 and a 4.4838% on-going

increase in total contribution for 2014. The District contribution rate for subsequent years will be as determined in negotiations with the Health Benefits Committee.

**Retirement Benefits**

The District agrees to provide LASPMA with information from CalPERS regarding the post-retirement survivor continuance benefit in accordance with California Government Code Sections 21624, 21626, and 21628 upon receipt of such information by the District.

**Salary Survey**

The parties agree to evaluate the completed salary survey and comparison of the Sergeant and Lieutenant positions.

C. The parties' prior Agreement shall be further modified as follows:

**EVALUATION PILOT** – The District and Los Angeles School Police Management Association agree to have unit members participate in a pilot of the Classified Growth and Development Cycle Evaluation with the following provisions:

- a. All unit members taking part in the pilot shall do so on a voluntary basis.
- b. Each bargaining unit member that completes the pilot program shall receive a one-time payment of \$200, payable upon completion of the pilot program.

**UNION RIGHTS (ARTICLE IV)**

1.0 Access: Any authorized Union representative shall have the right of reasonable access to District facilities, including employee mailboxes, ~~and~~ cell phones and District email addresses for the purpose of transacting official union business and contacting unit members regarding official union-related matters. Usage of a District cell phone and District email addresses shall be subject to District policies and procedures.

- a. ....

6.0 Release Time Bank: An employee may voluntarily contribute any earned compensatory or benefit time, subject to the provisions of this Section, to a separate Release Time Bank to be maintained by the District and thereby waive his/her right to the usage of, or payment for, such compensatory or benefit time. Such irrevocable contributions shall be in hourly increments and shall be made on a signed District form submitted to the designated payroll clerk during the payroll period in which the time is earned. The Union shall have the right, upon request, to be informed as to the balance of hours in the Release Time Bank. For purposes of this Article, ~~for non-sworn employees, "compensatory or benefit time" shall include only earned vacation, and shall be contributed on the basis that each hour of vacation shall equal a one-half (1/2) hour contribution to the Release Time Bank. For sworn employees, "compensatory or benefit time" shall include earned vacation and compensatory time.~~

6.1 ~~The Office of Staff Relations shall be informed in writing each school year as to the names of three (3) employees designated by the Union, pursuant to its own procedures, who shall be eligible to draw against the Release Time Bank. Up to twofour~~

(24) designated employees at any one time may then use any contributed time-off in order to be released from duty without loss of pay to conduct official union business, provided, however, that such usage does not conflict with the operations of the District. Such usage shall be in hourly increments of no less than one (1) hour. Exceptions may be made in the sole discretion of the District.

6.2 Only the Union President or designee are authorized to request use of the Release Time Bank for an employee. Use of the Release Time Bank shall be subject to at least ~~two~~ three (23) days advance written notification ~~on a District form~~ to be submitted to the Chief of Police or designee. Such notification shall include the reason(s) and estimated length of the requested release time. The Chief of Police or designee may deny the request if it is contrary to the intent of this Section in which case the Union designated employee shall be informed as to the specific reason for such denial. ~~The decision of the Chief of Police or designee in such cases shall be final.~~ Any grievance of such denial shall proceed directly to Step III of the Grievance Procedure, pursuant to Article V, Section 10.0. The decision of the Step III respondent in such cases shall be final.

#### **GRIEVANCE PROCEDURE (ARTICLE V)**

8.0 Step One: Within fifteen (15) days, as defined in Section 6.0, after the grievant or the Union knew or reasonably should have known of the occurrence of the facts upon which the grievance is based, the grievance must be presented in writing to the immediate supervisor on the District Grievance Procedure Form stating the facts surrounding the grievance, identifying the specific provisions of this Agreement which are alleged to have been violated and the remedy requested. The form shall be signed and dated by the grievant, as defined in Section 1.0 above. A meeting between the grievant and the ~~Chief of Police~~ Deputy Chief of Police or designee shall take place within five (5) days from presentation of the grievance, and the Deputy Chief of Police or designee shall reply in writing within five (5) days following the meeting. If appropriate, the immediate supervisor may also attend the meeting. Unless there is a mutual written agreement to the contrary, Step One shall terminate at the close of business on the ninth (9th) day following the Step One meeting, or if no meeting is held, on the fourteenth (14<sup>th</sup>) day following receipt of the grievance.

8.1.....

9.0 Step Two: If the grievance is not resolved in Step One, the grievant may, within five (5) days after the termination of Step One, present the written grievance to the Chief of Police ~~Operating Officer~~ or designee. Within five (5) days from receipt of the grievance, a meeting shall take place to discuss the matter and the Chief of Police ~~Operating Officer~~ or designee shall reply in writing within five (5) days following the meeting. Unless there is a mutual written agreement to the contrary, Step Two shall terminate at the close of business on the ninth (9th) day following the Step Two meeting, or if no meeting is held, on the fourteenth (14<sup>th</sup>) day following receipt of the

grievance.

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14.0 Limitations Upon the Arbitrator: ....

The arbitration panel shall have no power to render an award on any grievance occurring before or after the term of this Agreement or to grant a remedy exceeding that sought by the grievant. ~~Grievances arising prior to this Agreement are to be handled pursuant to applicable provisions of the 2002-2005 Unit 5 Agreement which was in effect prior to this Agreement.~~

**UNION SECURITY AND DUES DEDUCTION (ARTICLE VIII)**

6.6 The District shall deduct agency fees for twelve (12) pay periods each year.

**HOURS OF WORK (ARTICLE IX)**

2.0 Overtime: ~~Overtime applies to employees in this unit employed in classifications which are not designated by the Personnel Commission in Rule 596 as executive/administrative. Employees employed in classifications which are not entitled to receive overtime, i.e., employees employed in classifications designated as executive/administrative in Personnel Commission Rule 596, shall earn vacation credit at the rate of .09232 hours of credit for each hour for which pay is received, in an amount not to exceed one hundred ninety two (192) hours [or twenty four (24) days] per year. This accrual rate shall supersede (not be added to) the accrual rates set forth in Article XVII, (Vacation) Section 1.1 for those employees employed in such overtime exempt classifications.~~ Overtime must be approved in advance by the employee's direct supervisor or designee and (except in exceptional and unusual circumstances) confirmed in writing, as soon as practicable by the appropriate administrator or designee. ~~An employee who works overtime without such approval shall not be compensated for such work.~~ Overtime eligible employees shall not be disciplined for requesting overtime approval prior to working overtime or for requesting payment for pre-approved overtime.

2.2 One-and-one-half (1½) times the employee's regular rate of pay shall be paid to the employee for actual hours worked under the following circumstances:

- a. For all hours worked in excess of forty (40) hours in any workweek, and for all hours worked in excess of a regular "workday" as defined in the second sentence of Section 1.3 of this Article.
- b. When the employee is physically called back to duty after completion of his/her regularly scheduled assignment and after leaving the work location, or the employee is called back on his/her regularly scheduled day off provided, however, that an employee on call back shall receive a minimum of two (2) hours call back pay at his/her overtime rate.

c. ....

d. Employees shall be compensated for all hours worked in accordance with this Agreement and applicable law, including work related, District initiated telephone calls made to employees before and after assigned shifts. Any calls compensable under this section shall be paid on the basis of the actual time spent on the call.

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#### 4.0 Compensatory Time

a. At the discretion of the District, compensatory time off may be granted in lieu of overtime pay at the rate of one-and-one-half (1½) hours for each overtime hour worked, provided that such time off is taken within the time period allowed by applicable State and Federal law. Notwithstanding any other provision, for non-sworn unit members, this section shall become effective January 1, 2015.

b. ~~For sworn personnel only,~~ One hundred thirty (130) hours of overtime each annual period beginning July 1 and ending June 30 of the following year, shall be allowed as compensatory time off at the rate of each hour of overtime equaling one and one-half (1½) hours regular time off, provided, however, that employees who do not want compensatory time off may elect to receive regular overtime pay.....

#### EVALUATION PROCEDURES (ARTICLE X)

2.0 Procedure to be followed: Performance evaluation reports shall be made on forms prescribed by the District ~~or may be done by separate memorandum.~~

2.1 ....

2.2 The first-level evaluator shall discuss the written performance evaluation report with the employee. Both the immediate supervisor and the employee will sign the evaluation. Signature of the employee means only that the employee has received a copy of the evaluation. Employees may attach any written comments to the evaluation at their option if submitted within thirty (30) days of the date of employee receipt. Copies of the evaluation together with any attachments will then be distributed as follows: one copy to the employee, and one copy to the personnel file, ~~and one copy to the evaluator.~~

2.3 ....

#### TRANSFER PROCEDURES (ARTICLE XI)

2.1 Whenever practicable, an employee shall be given at least seven (7) calendar days advance notice of an involuntary transfer. Any employee who is involuntarily transferred shall be entitled to a statement of the reason(s) for the transfer upon

written request to the Chief of Police made within five (5) days of the effective date of the transfer.

2.2 Except for involuntary transfers which are claimed to be solely for disciplinary reasons as described above, and which are subject to the grievance and arbitration provisions of Article V, the decision of the Chief of Police ~~Operating Officer~~ or his/her designee shall be final in all involuntary transfers.

3.0 Voluntary Transfer:

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e. For transfers rejected during the school year, upon written request within fifteen (15) days by the employee rejected, the Deputy Chief of Police shall state the specific reason(s) for the rejection in writing to the Chief of Police who will render a final decision, and upon written request by the employee, the Chief of Police shall provide written reason(s) for the employee's rejection. An employee's transfer request shall remain on file ~~from July 1 through June 30~~, until he/she obtains an approved transfer, withdraws the transfer request, accepts a transfer request or terminates employment. An offer of transfer to a requested assignment, including to or from patrol, may not be declined unless the employee has previously withdrawn the request in writing.

f. The Union will be notified in writing ~~(either by U.S. mail or facsimile)~~ of all transfers under Section 3.0 within three (3) working days of the affected employee being notified.

**LEAVES OF ABSENCE (ARTICLE XIII)**

7.0 Bereavement Leave (Paid): An employee is entitled to a paid leave of absence from the District, not to exceed three (3) days, on account of the death of a member of the employee's immediate family provided acceptable proof of death and relationship is provided and the leave of absence commences within ten (10) calendar days of the death (exceptions may be made for unusual circumstances delaying the funeral). If more than one such death occurs simultaneously, the leave may be taken consecutively. If out-of-state travel is required and requested, an additional two (2) days shall be granted. The immediate family is defined as the parents, grandparents, or grandchild of the employee or the employee's spouse or domestic partner, and the spouse or domestic partner, child, brother, sister, daughter-in-law, or son-in-law of the employee, or any relative living in the immediate household of the employee. Nothing contained herein shall be deemed to provide a paid leave of absence, including absence for out-of-state travel, that exceeds forty (40) hours.

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**SAFETY CONDITIONS (ARTICLE XVIII)**

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4.0 Emergency Use of Telephone: Except in cases of emergency, and as otherwise permitted by this agreement, employees shall not use District telephones for personal calls. Charges incurred for any such personal calls shall be collected from the employee and remitted to the Accounting and Disbursements Division.

**ALLOWANCES AND DIFFERENTIALS (APPENDIX B)**

1.1 Uniforms: The District agrees to provide each sworn employee the following items to be paid for by the District: two (2) long-sleeve shirts; three (3) short-sleeve shirts; three (3) pairs of trousers; one (1) tie and tie bar; one (1) dress belt; one (1) lightweight jacket; one (1) heavy jacket; one (1) "Sam Browne" with standard attachments; one (1) threat level IIA bullet proof vest; and rain gear. Uniform items shall be replaced when deemed necessary by the District due to normal wear and tear.

a. The District agrees to provide each non-sworn ~~Non-sworn employees~~ the following items to be paid for by the District who are required to wear uniforms shall receive: three (3) two (2) short-sleeve shirts; two (2) long-sleeve shirts; three (3) pairs of pants; one (1) tie and tie bar; one (1) dress belt; one (1) lightweight coat; and one (1) heavy coat; one (1) "Sam Browne" with standard attachments; and rain gear. Uniform items shall be replaced when deemed necessary by the District due to normal wear and tear.

b. ~~Uniform items shall be replaced when deemed necessary by the District due to normal wear and tear.~~

b. Uniform Allowance: Employees who are regularly required to wear a uniform will be reimbursed \$700 in each fiscal year for costs incurred for approved repair of uniform items and/or necessary dry cleaning expenses. as follows:

Sworn Employees ----- \$700

Non-sworn employees ----- \$350

The allowance shall be paid in December each year as a lump sum, and shall be prorated upon termination of employment or the end of a uniform assignment.

Notwithstanding the foregoing, upon appropriate verification, uniform items, for any unit member, which are damaged in the performance of assigned duties will be replaced or repaired at District expense.

2.0 Badges: Employees ~~Sworn employees~~ shall be issued one (1) standard badge at District expense. In addition, sworn employees may purchase at their own expense a flat identification badge in wallet type holder.

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4.0 Peace Officers Standards and Training (P.O.S.T.) Certification Performance Incentives:

a. All full time unit members in sworn peace officer positions who have obtained an Intermediate Certificate issued by the Commission on Peace Officer Standards and Training of the State of California (P.O.S.T.) or equivalent shall receive ~~\$135~~ a 3% Performance Incentive on base pay per pay period. All full time unit members in sworn peace officer positions who have obtained a P.O.S.T. Advanced Certificate or equivalent shall receive ~~\$185~~ a 7.5% Performance Incentive on base pay per pay period. All full time unit members in sworn peace officer positions who have obtained a P.O.S.T. Supervisory Certificate or equivalent shall receive a 9% Performance Incentive on base pay per pay period. All full time unit members in sworn peace officer positions who have obtained a P.O.S.T. Management Certificate or equivalent shall receive a 9% Performance Incentive on base pay per pay period.

b. All unit members in permanent, regular, non-sworn positions who have satisfactorily completed the department's basic safety training, and its periodic in-service training shall receive a 2% incentive on base pay per pay period.

c. P.O.S.T. Certificate increments shall be paid as of the first day of the pay period following satisfactory demonstration to the Chief of Police or his/her designee that the unit member qualified for ~~either the Intermediate or Advanced P.O.S.T. Certificate increment~~ Performance Incentive.

d. A unit member may receive only one of the P.O.S.T. Certificate increments at a time but not both.

~~d. The P.O.S.T. increment is to be paid as a flat amount and shall be a part of the unit member's basic wage for the purpose of computing overtime.~~

5.0 Mileage Reimbursement: Employees who are required to use their personal vehicles for District business shall, effective January 1, 2015, be reimbursed at the Internal Revenue Service established standard business rate for such usage at the rate of thirty eight (38) cents per mile for all miles driven.

6.0 Pay Differentials – General

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6.7 Watch Commander Differential: The District will pay a three percent (3%) salary differential to any Sergeant assigned to the Watch Commander's Office, Communications Section.

a. The pay differential will commence upon the first day that a Sergeant is regularly assigned to the Watch Commander's Office, Communications Section. Employees working in this position on a non-regular basis shall receive the three (3%) salary



differential upon working 20 consecutive assigned workdays, not including elected overtime shifts.

- b. For purposes of this section, "regularly assigned" shall be defined as the date an employee is placed into a Watch Commander's Office, Communications Section position which is vacant or otherwise not filled by another employee.
- c. After one year in the assignment, a Sergeant may be rotated out of the position if another Sergeant expresses a desire to be placed into the assignment.
- d. The criterion for selection to the assignment will be based on seniority in the job classification of Sergeant.
- e. Six Sergeant positions will be eligible to receive the pay differential upon assignment. The number may be increased by two or be decreased at the sole discretion of the District.

**EQUIPMENT LOSS (NEW ARTICLE):**

1.0 Subject to Section 3.0 below, the District will repair or replace (or pay the cost of repairing or replacing) equipment owned by the employee which is broken or damaged in District service or lost through verified theft from District property during the performance of the employee's duties not the result of the employee's negligence. Such equipment must be those employees are required to possess by the District as specified in writing on an approved inventory list and must be authorized by the Chief of Police prior to damage or loss for use during the performance of the employee's duties. All employees utilizing their own authorized equipment in the performance of their duties shall be given an inventory list form which will include value, and any other relevant information regarding the equipment (such as serial numbers, color, etc.). Any broken or damaged equipment replaced with comparable valued equipment shall become the property of the District.

2.0 It is understood that employees will be responsible for taking reasonable care of their equipment and that they will be held responsible for carelessness, neglect, and misuse. The District reserves the right to review cases where there are repeated or high frequency claims for equipment.

3.0 If employees' equipment is damaged beyond repair or lost through verified theft, the replacement value of the equipment, as determined at the time of damage or theft (including a normal allowance for depreciation) shall be paid, subject to a one hundred dollar (\$100) deductible. Claims of less than one hundred dollars (\$100) shall not be processed. The maximum payment approved by a Deputy Chief of Police for any one loss shall not exceed five hundred dollars (\$500). Losses in excess of five hundred dollars (\$500) but not to exceed three thousand dollars (\$3,000) shall be reimbursed only with the prior approval of the Chief of Police. A written request for reimbursement for damage to or theft of equipment shall be filed by the employee with the Risk Finance and Insurance Services Section within sixty (60) calendar days of the date of loss

and shall be signed by the employee's immediate supervisor and the Chief of Police. The Risk Finance and Insurance Services Section shall conduct such investigation as may be necessary. Reimbursement is provided only when approval for the use of equipment was given before the equipment was brought to the employee's work location and only when the value of the equipment was agreed upon by the employee and the supervisor and approved by the Chief of Police, or designee, on the inventory list.

4.0 Where the claim involves a theft, the employee must submit a police report and include the report number in the claim.

5.0 The employee must assign to the District the right of subrogation to the extent of any payment made by the District.

**TERM OF AGREEMENT (ARTICLE XXI):** The term of this Agreement shall be modified to cover a period commencing with adoption of this Agreement through June 30, 2017 (and continued thereafter on a day-to-day basis until such time as it may be terminated by either party upon 10 days' notice).

The District and LASPMA agree to reopen on one contract article in the 2015-2016 year and the 2016-2017 year.

The above is subject to ratification by the LASPMA membership and to final approval by the LAUSD Board of Education.

Date of Agreement: 8/28/14

Los Angeles Unified School District

By: Vivian Ekchian  
Vivian Ekchian, Chief Labor Negotiator

Los Angeles School Police Management Association

By: [Signature]  
P. Webb, President

Adopted and approved by the Board of Education on September 9, 2014.

By: [Signature]  
Richard Vladovic, Ed.D.  
Board President