

**LOS ANGELES UNIFIED SCHOOL DISTRICT-LOS ANGELES SCHOOL POLICE ASSOCIATION**  
**TENTATIVE AGREEMENT**  
**2017-2020**

This Tentative Agreement is made and entered into this 29<sup>th</sup> day of January, 2019 by and between the Board of Education of the Los Angeles Unified School District ("District") and Los Angeles School Police Association (LASPA). The District and LASPA have met and negotiated in good faith and have completed their negotiations for this 2017-2020 Agreement. This Agreement is the successor to the parties' 2014-2017 Agreement and is the final resolution to all matters associated with that Agreement. The parties hereby agree as follows:

- A. All articles and provisions of the parties' 2014-2017 Agreement are to be combined with the terms of this Agreement to form the 2017-2020 Agreement. This 2017-2020 Agreement completes and closes out the 2014-2017 Agreement and all reopeners contained therein. The parties' will develop appropriate non-substantive language corrections to combine the above documents with this Agreement.
- B. Additional agreements:
  - 1. Wages and Article XIV - Health & Welfare
  - 2. Article IV – LASPA Rights
  - 3. Article V – Grievance Procedure
  - 4. Article IX – Hours of Work and Overtime
  - 5. Article X – Evaluation
  - 6. Article XV – Holidays
  - 7. Appendix B – Allowances and Differentials
- C. Term of Agreement: This Agreement shall be for a term of three (3) years (2017-2018 through 2019-2020). It shall become effective upon final Board adoption, excepting those provisions which specify that they are to be made effective at a different date. This Agreement shall remain in full force and effect, pursuant to its terms, to and including June 30, 2020 and thereafter shall remain in effect on a day-to-day basis until terminated by either party upon ten (10) days' written notice. There shall be reopener negotiations for the 2019-2020 school year as follows:
  - 1. 2019-2020 Reopeners: Effective March 1, 2019, the parties may reopen two (2) articles each.

LAUSD-LASPA TENTATIVE AGREEMENT 2017-2020 – PAGE 2

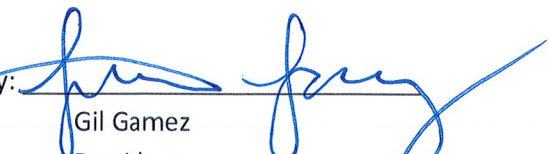
This Agreement is subject to ratification by the LASPA membership and to final adoption by the LAUSD Board of Education.

Date of Agreement: 1-28-19

Los Angeles Unified School District

By:   
Rob Samples  
Interim Director

Los Angeles School Police Association

By:   
Gil Gamez  
President

Adopted by the Board of Education on \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
Monica Garcia  
Board President

PREVIOUS PROPOSALS

4/11/18 – LAUSD Initial Proposal  
7/12/18 – LAUSD Proposal  
8/23/18 – LASPA Email Counter Proposal  
9/20/18 – LAUSD Counter Proposal  
1/24/19 – LAUSD Counter Proposal  
1/24/19 – LASPA Verbal Counter Proposal

**District Wages Proposal**

**The District offers to employees designated Unit A (School Police) a salary package consisting of:**

**Non-Sworn employees**

- 1) Effective July 1, 2017, all non-sworn LASPA bargaining unit members shall receive a 3% on schedule wage increase applied to all pay scale groups and levels of the base salary tables.
- 2) Effective July 1, 2018, all non-sworn LASPA bargaining unit members shall receive a 3% wage increase applied to all pay scale groups and levels of the base salary tables.

**Sworn employees**

- 1) Effective July 1, 2017, all sworn LASPA bargaining unit members shall receive a 3% on schedule wage increase applied to all pay scale groups and levels of the base salary tables.
- 2) Effective July 1, 2018, all sworn LASPA bargaining unit members shall receive a 3% wage increase applied to all pay scale groups and levels of the base salary tables.
- 3) Effective July 1, 2019, contingent upon agreement by all bargaining units representing sworn personnel, LASPA sworn bargaining unit members shall receive 50 Percent Post Retirement Survivor Allowance (survivor continuance benefits at the 50% level)

It is also agreed that should the LAUSD Board of Education adopt across-the-board, on schedule percentage wage increases for another bargaining unit subsequent to the signing of the agreement that are higher than a combined six percent (6%) increase for 2017-2018 and 2018-2019, Unit A shall receive the difference between the increases given to the other bargaining unit and six percent (6%) applied to the salary table in the same manner as the other bargaining unit.

**Article XIV Health and Welfare**

**4.0 Retirement Benefit Coverage...**

...

f. Effective with sworn employees hired on or after April 1, 2009, the years of qualifying services and age must total at least eighty (80) in order to qualify for retiree health benefits. This must include a minimum of twenty (20) consecutive years of service with the District immediately prior to retirement.

g. For non-sworn employees hired on or after April 1, 2019, years of qualifying service and age must total at least eight-seven (87) in order to qualify for retiree health benefits. This must include a minimum of thirty (30) consecutive years of service with the District immediately prior to retirement.

~~g.~~ h. In order to maintain coverage, the retiree must continue to receive a PERS/STRS allowance and must enroll in those parts of Medicare for which eligible

~~h.~~ i. Employees on "Continuation of Enrollment" pursuant to Section 6.0 below shall, if otherwise qualifying under this section, be eligible for coverage under the District paid insurance plans upon receiving a PERS/STRS retirement allowance.

## ARTICLE IV

LASPA RIGHTS

APR 11 2018

10<sup>08</sup>

7.0 Release Time for District-Sponsored Committees or Meetings: When LASPA is requested by the District to designate an employee to attend or participate in a District-sponsored committee or meeting, one designated employee shall be given reasonable released time with no loss of pay to attend. Unless otherwise agreed to, expense of attending such meetings shall be borne by LASPA or the employee. Employees are expected to report to work before or after attendance, if practical. Additional employees may be released upon approval of the ~~Deputy Chief of Police, Support Services~~ Chief of Police or designee.

11-8-18 - TR  
PS  
MM  
Jy

## ARTICLE V

### GRIEVANCE PROCEDURE

...

3.0 Released Time for Employees and LASPA Employee Representatives: Grievance meetings and hearings will be scheduled by the District at mutually convenient times and places during District business hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. If a grievance meeting or hearing is scheduled during duty hours, reasonable employee released time, including necessary travel time without loss of salary with mileage reimbursement, will be provided to the grievant, the employee's LASPA representative, and to any witness who attends by mutual agreement. When grievance meetings are scheduled outside the employee's duty hours, the meeting shall be held immediately preceding or following the employee's shift, except that grievance meetings scheduled following completion of an employee's shift may be held at a time to allow the employee adequate time to travel to the meeting on non-duty hours. Any of the foregoing employees required to travel to meetings or hearings pursuant to this section shall receive mileage reimbursement.

4.0 Confidentiality: From the time a grievance is filed until it is finally resolved, neither LASPA, the District, nor the grievant shall make public the grievance or evidence regarding the grievance. This prohibition is not intended to restrict normal interviewing of witnesses and other necessary preparations for the hearing. This section may be waived by mutual agreement of the parties.

...

13.0 Arbitration: The arbitration panel shall be composed of an arbitrator and two panel members. The Union and the District shall each appoint one panel member, who shall be an employee or administrator of the District, to serve on the arbitration panel provided, however, that no employee may be selected by any grievant to serve on an arbitration panel more than twice in any calendar year.

Within five (5) days from the date the request for arbitration is received by the Office of Labor Relations, a meeting shall be arranged with the parties to the grievance, or their representatives, for the selection of an arbitrator.

The arbitrator may be jointly agreed upon by the parties or shall be selected from the following list of persons by alternately striking names until one remains.

Howard Block  
C. Chester Brisco  
Sara Adler

Walter Daugherty  
Joseph Gentile  
~~Geraldine Leshin~~

John D. Perone   Guy Prihar  
Paul Crost  
William Rule

The party who strikes the first name shall be determined by the flip of a coin. If the arbitrator indicates that he will not be available for hearing within a reasonable time not to exceed sixty (60) days, the parties shall proceed to select another arbitrator as indicated above.

## ARTICLE IX

### HOURS OF WORK AND OVERTIME

...

3.0 Workday: A "workday" shall mean any regularly assigned work period within a fixed twenty-four (24) hour period. A regular workday generally may be either ten (10) hours exclusive of a meal period, in which case the regular workweek shall consist of four (4) consecutive workdays, or eight (8) hours exclusive of a meal period, in which case the regular workweek shall consist of five (5) consecutive workdays. Periodically, the District may assign employees to shifts of varying lengths.

4.0 Overtime: 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 3.0 of this Article.

b. When the employee is 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. For all hours worked on a day recognized as a holiday under his Agreement in addition to holiday pay under Article XV.

1. If Christmas Day falls on a Saturday or Sunday, any employee who works the actual Christmas Day holiday on Saturday or Sunday shall be compensated at the overtime rate.

d. Employees who have received a Notice of Unsatisfactory Service for excessive absenteeism or tardiness may, at the District's discretion, be denied overtime work for a period of up to six (6) months from the date of issuance of the Notice of Unsatisfactory Service

e. 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.



## ARTICLE X

### EVALUATION PROCEDURES

...

5.0 Summaries of conference: A summary of conference ~~(such as an Employee Comment Sheet)~~ is a written record briefly outlining a discussion/conference prepared after a meeting between the employee and the supervisor.

A summary of a conference will not be maintained in central personnel files and will only be maintained by the Department. Employees shall be allowed to attach a written response to a conference summary. Employees shall be permitted to appeal a conference summary to the Chief of Police (or designee) whose decision shall be final, subject to applicable law. Any existing or future summary of conference for which there is no repetition of the concern, event, conduct or incident which gave rise to the summary of conference ~~memorandum~~, except those relating to serious misconduct such as theft, substance abuse, or violence, shall be void after three (3) years from the date of issuance and upon request of the employee, such summaries of conference shall be removed from the Department's file.

5.1 Employee Comment Sheet: An Employee Comment Sheet is a written record about work performance. It will not be maintained in central District personnel files and will only be maintained by the Department. Employees shall be allowed to attach a written response to an Employee Comment Sheet. Employee Comment sheets shall be removed twelve months from the date of issuance.

## ARTICLE XV HOLIDAYS

1.0 Holidays: An employee in a regular assignment, or in an assignment in lieu of his/her regular assignment, shall receive holiday pay for those holidays listed below and for other holidays declared by the Board of Education, the Governor of California, or the President of the United States which come within the employee's assignment period, subject to the conditions listed in Section 1.1 through 1.3.

January 1 .....	New Year's Day
That date in January declared by the Board .....	Martin Luther King, Jr. Day
Third Monday in February.....	Presidents Day
Last Monday in May .....	Memorial Day
July 4 .....	Independence Day
That date declared by the Board .....	Admission Day
First Monday in September .....	Labor Day
November 11 .....	Veterans Day
That Thursday in November proclaimed by the President .....	Thanksgiving Day
Day following Thanksgiving Day .....	Thanksgiving Friday
December 25 .....	Christmas Day
That date declared by the Board .....	Alternate Lincoln Day Observance

1.1 The employee must have been in paid status for a portion of the working day immediately preceding or succeeding the holiday, provided that an employee on a military leave of absence entitled to compensation under Article XII shall only receive pay for the portion of the holiday period needed to meet the total time for which compensation is required by law.

1.2 An employee whose regular work schedule is less than five (5) days per week and forty (40) hours per week shall not be entitled to pay for any holiday observed on the employee's regularly scheduled day off.

1.3 An employee in paid status during any portion of the working day of his/her normal assignment immediately preceding or succeeding the school holidays of December 25 and January 1 shall receive pay for the two holidays.

2.0 Friday shall be the observed holiday for all purposes for holidays which fall on a Saturday; Monday shall be the observed holiday for all purposes for holidays which fall on a Sunday. If Christmas Day falls on a Saturday or Sunday, any employee who works the actual Christmas Day holiday on Saturday or Sunday shall be compensated at the overtime rate.

## APPENDIX B

ALLOWANCES AND DIFFERENTIALS1.0 Pay Allowances

...

1.2 Uniforms and Special Equipment

a. The District agrees to provide each Officer the following items to be paid for by the District: two long-sleeve shirts and three short-sleeve shirts; three pairs of trousers; one tie and tie bar; one dress belt; one light-weight jacket and one heavy jacket; one complete "Sam Brown" together with appropriate attachments for standard equipment issue; and suitable rain gear. Shoulder patches shall be attached to all uniform shirts and jackets. The items described above shall be replaced when deemed necessary by the District due to normal wear and tear.

b. All sworn personnel shall be issued one standard I.D. badge; in addition, such employees may purchase at their own expense through the District a flat I.D. badge in wallet-type holder. The cost of repair or refinishing of the flat badges shall be borne by the employee. Flat badges become the property of the District and shall be returned to the District upon separation from the service or termination of the assignment; issuance of the employee's final paycheck shall be contingent upon return of the flat I.D. badge.

c. Pursuant to California Code of Regulations Section 571, for any unit member, the District will report as special compensation to CalPERS the monetary value of District issued uniforms provided up to \$(500.00), as needed (the parties can revisit this amount at any time during the life of the agreement). Any uniform article deemed creditable to CalPERS will be subject to both employee and employer contributions.

i. The value amount listed previously is for CalPERS compliance and the actual amount issued can be less than value stated.

1.3 Uniform Allowance: Employees will be reimbursed \$700 in each fiscal year for costs incurred for approved repair of uniform items and/or necessary dry cleaning expenses.

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. Pursuant to California Code of Regulations Section 571, for any unit member, the District will report as special compensation to CalPERS the \$700.00 Uniform allowance provided to each employee for costs incurred for approved repair of uniform items and/or necessary dry cleaning expenses.

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

...

6.0 Mileage Reimbursement: Employees who are required to use their personal vehicles for District business shall be reimbursed for such usage at the Internal Revenue Service established standard business rate for all miles driven.

...