

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

This Tentative Agreement is made and entered into this 28<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 Management Association Unit H (LASPMA). The District and LASPMA 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 I - Recognition
  - 3. Article IV – Union Rights
  - 4. Article V – Grievance Procedure
  - 5. Article IX – Hours of Work
  - 6. Article X – Evaluation Procedures
  - 7. Article XI – Transfer Procedures
  - 8. Article XIII – Leaves of Absence
  - 9. Article XVII - Vacation
  - 10. Appendix A – Wages, Salaries and Retirement Benefit
  - 11. 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-LASPMA TENTATIVE AGREEMENT 2017-2020 – PAGE 2**

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

Date of Agreement: 1-28-19

Los Angeles Unified School District

Los Angeles School Police Management Association

By:   
Rob Samples  
Interim Director

By:   
Philip Webb  
President

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

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

Unit H Proposal: 5/30/18

District Counter Proposal: 1-28-19

District Counter Proposal: 7/19/18

Unit H Counter Proposal: 9/12/18

District Counter Proposal: 10-4-18

District Counter Proposal: 1-25-19

Unit H Verbal Counter Proposal: 1-25-19

### **District Wages Proposal**

**The District offers to employees designated Unit H a salary package consisting of:**

#### **Non-Sworn employees**

- 1) Effective July 1, 2017, all non-sworn LASPMA 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 LASPMA 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 LASPMA 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 LASPMA 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, LASPMA 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 bargaining unit members of Unit A that are higher than a combined six percent (6%) increase for 2017-2018 and 2018-2019, Unit H shall receive the difference between the increases given to Unit A and six percent (6%) applied to the salary table in the same manner as Unit A.

### **Article XV – HEALTH AND WELFARE**

#### **4.0 Retirement Benefit Coverage:**

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f. For non-sworn employees hired on or after April 1, 2009, years of qualifying service and age must total at least eighty-five (85) in order to qualify for retiree health benefits. This must include a minimum of twenty-five (25) 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 eighty-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. For sworn employees hired on or after April 1, 2009, years of qualifying service 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.

~~h.~~ i. 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.

~~i.~~ j. Employees on "Continuation of Enrollment" pursuant to Section 7.0 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 I

### RECOGNITION

1.0 The Unit: Pursuant to applicable California statutes, regulations, and the Certification of Representation dated May 9, 2006, in PERB Case No. LA-SV-144-E, the District acknowledges that the Los Angeles School Police Management Association has been certified as the exclusive representative of a bargaining unit comprised of all regular employees in probationary and permanent status, including part-time employees, employed in the following classes:

4223	Lieutenants
4211	Sergeants
4225	Supervising School Safety Officers <u>Sergeants</u>

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### APPENDIX A – WAGES, SALRIES, AND RETIREMENT BENEFIT

class code 4225      ~~Supv-Schl Safety Officer~~ Sergeant

### APPENDIX B – ALLOWANCES AND DIFFERENTIALS

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3.4...

c. The longevity increment schedule for years of qualifying District service for Supervising School Safety Officers Sergeants shall be:

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## ARTICLE IV

### UNION RIGHTS

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3.0 Released Time for Negotiations: No more than ~~three (3)~~ four (4) negotiating team employee representatives designated by the Union shall be released from duty with no loss of pay and with mileage reimbursement for the purpose of attending negotiation meetings with the District pursuant to this Agreement. The Union and the District may agree that additional employees shall receive such released time.

4.0 List of Employees: The Department shall provide to the Union shall be provided on a quarterly basis, a current list of names, employee numbers, social security numbers, classifications, and addresses, and work locations of all employees covered by this Agreement. This report shall also include the original date of hire, date of rehire (if applicable), and date of promotion in classification for each employee. The Department shall also notify the Union within thirty (30) days whenever an employee covered by this Agreement is separated from employment, including the effective date.  
...

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 three (3) days advance written notification 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 shall be informed as to the specific reason for such denial. Notice of a denial shall be provided to the Union within a reasonable amount of time. 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.

7.5 Training: The District shall make available to unit employees information regarding training, seminars, P.O.S.T. reimbursement classes and other training or educational opportunities that will assist such employees in the performance of their assigned duties.

RS 9-12-18  
09/12/2018

## ARTICLE V

GRIEVANCE PROCEDURE

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7.0 Required Informal Discussion: Before filing a formal written grievance under Step One, a grievant must attempt to resolve the dispute by presenting the grievance orally to the immediate supervisor and discussing the grievance with the supervisor, or with the administrator who has responsibility and authority over the issue at hand, as determined by the Office of Labor Relations. The written grievance must be filed within the time limits required under Step One whether or not the grievant is able to utilize these informal efforts.

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12.0 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.

<del>Howard Bloek</del>	<u>Walter Daugherty</u>	<u>Guy Prihar</u> <u>Joseph Ellner</u>
C. Chester Brisco	Joseph Gentile	<u>Michael Prihar</u>
Mark Burstein	<del>Kenneth Perea</del>	William Rule
R. Douglas Collins	John D. Perone	<del>Thomas Roberts</del>

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.

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16.0 Expenses: All fees and expenses of the arbitrator shall be paid ~~by the losing party~~ shared equally by all parties. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either

## Article V - Grievance Procedure

party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcription. ~~Any dispute as to the identity of the losing party shall be resolved by the arbitrator.~~



Unit H Proposal: 5/30/18

District Counter Proposal: 12/12/18

District Counter Proposal: 6/26/18

Unit H Counter Proposal: 9/12/18

District Counter Proposal: 10/4/18

Unit H Counter Proposal: 10/25/18

## ARTICLE IX

### HOURS OF WORK

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1.5 Prior to any ~~substantial~~ change of a permanent nature that affects an employee's work week or group of employees' work week, daily hours of work, and/or work shift, the employee(s) involved shall be given ~~reasonable advance notification~~ at least seven (7) calendar days advance notice. The Union shall be advised and provided an opportunity to consult with the District regarding such a substantial change for a group of employees. (However, these consultation rights shall not operate to stop or stay the change during such consultation.)

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#### 4.0 Compensatory Time

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b. 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. The maximum number of overtime hours which can be earned as compensatory time off shall be one hundred thirty (130) hours in any one annual period. Employees shall be allowed to use earned compensatory time off in conjunction with scheduled vacations, holidays, or at other times where such use would not unduly disrupt work schedules. However, the District retains the right to schedule the use of compensatory time off so as not to interfere with the operation of the work unit. Granting and/or scheduling use of compensatory time off shall not be done on an arbitrary or discriminatory basis. Any compensatory time accrued but unused during each annual period shall be paid to the employee as a cash payment (subject to the legally required deductions and not less than the hourly rate at which earned, including all legally required differentials, increments, etc.) following the end of each annual period, upon leaving a bargaining unit class, or upon retirement or separation from District employment if earlier. Such cash payment shall be at the hourly rate in effect during the pay period in which it is paid. If the employee promotes

out of the bargaining unit, the cash payment will be paid at the rate of the bargaining unit position last occupied. End-of-year cash payments of earned compensatory time off shall be made in the October pay period.

...

~~7.0 Training: The District shall make available to unit employees information regarding training, seminars, P.O.S.T. reimbursable classes and other training or educational opportunities that will assist such employees in the performance of their assigned duties.~~

~~8.0 Firearm Qualification: Sworn employees who are unable to complete firearm qualification during on duty time due to shift limitations shall, with prior authorization, be paid overtime on an hour for hour basis not to exceed two (2) hours in order to complete the qualification.~~

## ARTICLE X

### EVALUATION PROCEDURES

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3.0 Appeal: If the employee disagrees with the evaluation, the employee shall have the right to obtain a review (in the form of a formal meeting, if requested) of the evaluation by the Chief Officer or designee (a Deputy Chief not involved in the evaluation) by submitting a request in writing within ten (10) days of the receipt of the evaluation. An employee may, within five (5) days of the response, appeal the decision of the Chief Officer (or designee) to the ~~Chief Operating Officer~~ Executive Director of the Division of District Operations or designee, whose decision shall be final.

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## ARTICLE XI

### TRANSFER PROCEDURES

1.0 For the purpose of this Article, "transfer" means a permanent change of work location, ~~or a permanent change in assignment, or shift~~ of an employee without a change of classification. A transfer as defined in this Article and Section does not mean a change in an employee's regular days off only.

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Unit H Proposal: 5/2/18

District Counter Proposal 7/19/18

Unit H Counter Proposal 8/22/18

District Counter Proposal: 9/12/18

Unit H Counter Proposal: 10/4/18

District Counter Proposal: 10/25/18

District Counter Proposal: 1/28/19

## ARTICLE XIII

### LEAVES OF ABSENCE

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2.0 Rights Upon Return: Any employee returning from a leave of forty-five (45) calendar days or less will be returned to the ~~location~~ Division of assignment from which the leave was taken except that the employee may be transferred pursuant to Article XI (Transfer Procedures), if such a transfer would have been made if the employee had been on duty. An employee who returns from leave after the 45 day period shall be considered for return to the ~~location, including patrol,~~ Division of assignment from which the leave was taken if at the time of return there is a vacancy at that location. If not returned to the existing vacancy, the employee shall be entitled to the statement of reasons pursuant to Section 2.1 of Article XI.

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5.0 Notification Requirements: Unless otherwise provided in this Article, an employee who intends to be absent for twenty (20) working days or less must make every reasonable effort to notify the appropriate supervisor or administrator the day prior to the beginning of the absence. All employees returning to service early from such planned absence must notify the appropriate supervisor or administrator at least one hour before the end of the regular working day on the day before the day of anticipated return. If such notification is not given and both the employee and substitute report for duty, it is only the substitute who is entitled to work and be paid.

5.1 ~~All employees returning to service must notify the appropriate supervisor, administrator or designee at least one hour before the end of the regular working day prior to the day of anticipated return. Such notice is not given and both the employee and a substitute report for duty, only the substitute is entitled to work and to be paid for that day~~

...

 1-28-19

12.3 Except for out of state travel up to 400 miles from District headquarters, An employee absent under this Section shall remain within the State of California unless the District authorizes travel outside the State.

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12.5 Nothing in this ~~Section 12.0 Article~~ shall be construed to limit the length of an eligible employee's industrial disability leave otherwise required by applicable law.

## Article XIII - Leaves of Absence

### 13.0 Personal Necessity Leave (Paid): ...

b. On a maximum of two (2) occasions during a school year (up to a cumulative total equivalent to one (1) workday of the employee as defined in Article IX, Section 1.3 of ~~eight (8) hours~~ in a school year), to attend the funeral of a close friend or relative not included in the definition of immediate family (immediate family as defined in Section 8.0 of this Article).

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k. Up to four hours of paid personal necessity leave (and up to thirty-six (36) additional hours of accrued vacation or unpaid leave) not to exceed a total of ~~eight (8)~~ ten (10) hours per calendar month, forty (40) hours per school year for attendance at the school of the employee's own child, ward, or grandchild for purposes of a school activities leave provided by Section 230.8 of the Labor Code. The employee must notify the appropriate administrator or designee at least five working days prior to the absence. The administrator or designee and employee must agree on the date and time of the leave, and the employee must provide written verification from the school visited upon request of the administrator or designee.

Unit H Proposal: 5/30/18  
 District Counter Proposal: 7/19/18  
 Unit H Counter Proposal: 9/12/18  
 District Counter Proposal: 10/4/18  
 Unit H Counter Proposal: 10/25/18

District Counter Proposal: 1/28/19

## ARTICLE XVII

### VACATION

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1.1 Accrual of vacation shall be determined based on the factors and in the manner set forth in the following table:

<u>Employee's Years of Service</u>	<u>Vacation Accrual Factor Based on 40 hour Workweek</u>			
Less than 4 years	.03846			
4 or more years but less than 15	.05770			
15 years but less than 16	.06155	X	Employee's Hours of Paid Status =	Employee's Hours of Accrued Vacation
16 years but less than 17	.06539		Exclusive of Overtime	
17 years but less than 18	.06923			
18 years but less than 19	.07308			
19 years or more	.07693			

For example, a full-time twelve (12) month employee will accrue vacation annually as follows:

1 through 4 years .....	10 days
5 through 15 years .....	15 days
16 years .....	16 days
17 years .....	17 days
18 years .....	18 days
19 years .....	19 days
20 years .....	20 days

...

1.13

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## Article XVII - Vacation

b. In order to encourage employees to draw from their 1994 accrual bank (and thereby reduce the District's current unfunded vacation liability), should an employee utilize any vacation from their 1994 accrual bank during the employee's employment with the District, including vacation hours used during 1994-95, that employee shall be paid out at the employee's current salary rate at the time the vacation is utilized and deducted from the 1994 accrual bank ~~annually at the end of the fiscal year.~~

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APPENDIX B

ALLOWANCES AND DIFFERENTIALS

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

- a. The pay differential will commence upon the first day that a Sergeant is regularly assigned to the Communications Services Division to the Watch Commander's Office, Communications Section as a Watch Sergeant. 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 the Watch Commander's Office, Communications Section Sergeant position in the Communications Services Division 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.  
**(No Change)**
- d. The criterion for selection to the assignment will be based on seniority in the job classification of Sergeant.
- e. Six (6) 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.

RS. 9-12-18  
09/12/2018