

**LOS ANGELES SCHOOL POLICE ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

This Reopener Agreement is made and entered into this 2nd day of August, 2017 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' 2014-2017 Agreement, the District and LASPMA have met and negotiated in good faith and completed their negotiations for a reopener collective bargaining agreement. The parties hereby agree to the following:

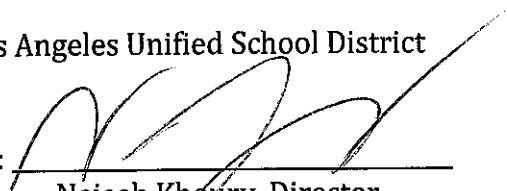
1. The parties' 2014-2017 Agreement shall remain in full force and effect pursuant to its terms. This Reopener Agreement is the full and final resolution of all matters related to any and all contract reopener negotiations for the 2014-2017 Agreement.
2. The parties agree to amend APPENDIX B (ALLOWANCES AND DIFFERENTIALS) of the Collective Bargaining Agreement between the District and LASPMA, with the amended Appendix B being attached to this memorandum of understanding.
3. The attached APPRENDIX B with amendments will be retroactively effective to July 1, 2016.

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

Date of Agreement: August 2, 2017

Los Angeles Unified School District

Los Angeles School Police Management Association

By: 

Najeeb Khoury, Director
Office of Labor Relations

By: 

P.J. Webb, President

Adopted and approved by the Board of Education on _____, 2017.

By: _____
Dr. Ref Rodriguez, President

APPENDIX B

ALLOWANCES AND DIFFERENTIALS

1.0 Pay Allowances

1.1 Uniforms: The District agrees to provide each 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; and rain gear. In addition, sworn employees will be provided one (1) threat level IIA bullet proof vest. Uniform items shall be replaced when deemed necessary by the District due to normal wear and tear.

1.2 Uniform Allowance: Employees who are regularly required to wear a uniform will be reimbursed \$900 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.

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 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.

3.0 Longevity Increment: All unit members who have completed the required years of District service, as defined below, shall be eligible to receive a longevity increment.

3.1 The longevity increment shall become effective on the first day of the second Special School Month following completion of the qualifying number of years of service.

3.2 A "year of service" for the purpose of the longevity increment shall be defined as paid service in regular status for 130 days or more within the fiscal year, including time served in probationary or permanent certificated service; however, total assignment hours annually shall not exceed 2080 hours for years of service credit.

3.3 The longevity increment shall be part of the employee's basic wage for the purpose of computing overtime but shall not affect salary allocation upon promotion or reclassification to a higher class. Employees paid less than eight (8) hours per day or forty (40) hours per week shall receive a proportionate amount of the applicable increment.

3.4

a. The longevity increment for unit members in a sworn peace officer position shall be five (5%) percent above the base rate of pay after five (5) years of

qualifying District service in a sworn peace officer classification.

b. The longevity increment for unit members in a sworn peace officer position shall be eleven (11%) percent above the base rate of pay after eight (8) years of qualifying District service in a sworn peace officer classification.

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

\$100 per pay period after 5 years

\$125 per pay period after 10 years

d. The longevity increment for all unit members shall be fifteen (15%) percent above the base rate of pay after fifteen years of qualifying District Service.

4.0 P.O.S.T Certificate and Safety Differentials:

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 a 3% differential on base pay. All full time unit members in sworn peace officer positions who have obtained a P.O.S.T. Advanced Certificate or equivalent shall receive a 9% differential on base pay. 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 10% differential on base pay. 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 10% differential on base pay.

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 4% differential on base pay.

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 the differential.

d. A unit member may receive only one of the P.O.S.T. Certificate differentials at a time.

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 all miles driven.

6.0 Pay Differentials -- General

6.1 An earned salary differential in addition to the regular rate of pay specified in Appendix A shall be paid to affected employees under the conditions and in the amount specified in this Appendix.

6.2 Long-Term Salary Differentials as designated in this Appendix shall be based on the special requirements of a particular position or the authorized use of special skills by a particular incumbent for twenty (20) consecutive working days or more and for which payment shall be continued during paid absences of the employee. An employee receiving a long-term salary differential shall not lose such compensation if temporarily assigned, for twenty (20) working days or less, to duties not entitled to such compensation.

6.3 Short-Term Salary Differentials as designated in this Appendix shall be for the performance for fewer than twenty (20) consecutive working days of a specific task that is not assigned to a particular position or incumbent on a continuing basis and for which payment shall not be continued during paid absences of the employee.

6.4 A differential authorized under this Appendix shall not affect salary allocation upon change of assignment.

6.5 Differentials for which certification by an administrator is required shall be withdrawn upon certification by the branch head.

6.6 Bilingual Differential: A regular employee shall be paid a long-term salary differential for using bilingual skills upon certification from the appropriate superintendent or division or branch head that in addition to regular duties of the class, the employee is frequently called upon to speak, interpret, and write a non-English language or to converse fluently in a non-English language. In order to qualify for a bilingual differential, the employee must meet English and non-English language proficiency standards prescribed by the Personnel Commission. Such English and non-English language proficiency standards shall include required reading, writing, and/or oral communication abilities which must be satisfactorily demonstrated pursuant to District examination procedures.

a. Eligible full-time employees shall be paid at the rate of \$.2875 per hour if required to speak, read, write a non-English language, or \$.174 per hour if only required to converse in a non-English language.

b. The differential for eligible part-time employees shall be prorated at the same rate that the number of hours of their regular assignment bears to a regular eight (8) hours per day assignment.

c. An approved differential shall become effective on the first day of the pay period following completion of the provisions of Section 2.6, above, and shall continue during paid absences. The differential shall not affect salary allocation upon change of assignment.

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 the 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 (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.

7.0 Salary Placement: Entry-level placement on the salary schedule shall be at the lowest step of the schedule for the classification or at the rate established for the classification, unless the District authorizes hiring at a higher rate.

8.0 Step Advancement on the Salary Schedule: A probationary or permanent regular employee, including a flat hourly rate employee who changes to a rate on the salary schedule, shall be advanced to the next highest step as of the pay period following completion of one hundred and thirty (130) days in a paid status in regular assignment(s) in the class, and to higher steps in subsequent years as to the numbered pay period corresponding to the pay period of the last advancement providing the employee completed one hundred and thirty (130) days in paid status in the interim period.

8.1 A day in paid status for purposes of this Section shall be defined as any day for which pay is received, including:

a. Limited term assignments in the same, equal, or higher class;

b. In the event of demotion following promotion to a regular position, time spent in a higher class;

c. Time spent on industrial accident/illness, military, Peace Corps, Red Cross or Merchant Marine leaves.

9.0 Salary Placement Upon Promotion or Reclassification: Upon promotion or reclassification to a higher class, an employee shall advance to that step of the new salary schedule which is at least two and three-fourths percent (2.75%) percent above his/her rate of pay, but not to exceed the maximum rate of pay established for the higher class. Such employee shall then receive a step advancement, if applicable, effective as of the first day of the pay period after completion of one hundred and thirty (130) days in paid status in regular assignments in the higher class, exclusive of overtime. A new cycle for subsequent step advancements will thus be established.