

LOS ANGELES SCHOOL POLICE ASSOCIATION
UNIT A
MEMORANDUM OF UNDERSTANDING
2014-2017

This Successor Agreement is made and entered into this 11 day of July, 2014 by and between the Board of Education of the Los Angeles Unified School District ("District") and the Los Angeles School Police Association (LASPA).

Pursuant to the parties' 2011-2014 Agreement, the District and LASPA have met and negotiated in good faith and have completed their negotiations for a successor collective bargaining agreement. The parties hereby agree as follows:

- A. All articles and provisions of the parties' 2011-2014 Agreement are incorporated as part of the parties' successor Agreements except (1) as modified by this Memorandum of Understanding, or (2) as required to make appropriate, non-substantive language corrections. In addition, this MOU closes the 2013-2014 reopener.
- B. For the 2014-2017 school years, the District and LASPA agree to the following with respect to compensation:

2014-2015

Effective July 1, 2014, all Unit A 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

Effective July 1, 2015, all Unit A 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 LASPA and immediately commence discussions of the issues and alternatives.

2016-2017

Effective July 1, 2016, all Unit A 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 LASPA and immediately commence discussions of the issues and alternatives.

Salary Reopener Negotiations: In the event that another LAUSD bargaining unit's across-the-board percentage wage increase above the previous base salary rates exceeds those provided in this Agreement, then salary negotiations for this bargaining unit shall, upon request, be reopened for salary renegotiations relating to such year(s). For purposes of such cross-unit comparisons, consideration shall be limited solely to the nature (one-time vs. ongoing, and on-

schedule vs. off-schedule), and the amount of the above-defined across-the-board percentage increases in base salary rates. For this purpose there shall be no comparison to another unit's other wage matters, including but not limited to, salary adjustments tied to elimination of previous District-paid member contributions to CalPERS and/or special wage adjustments for employees at the lowest end of the wage spectrum (such as "living wage" adjustments). In such reopened negotiations, any proposals and/or agreements to increase salaries shall not bring the total rate increase above that applied to the higher comparison unit.

C. The parties' 2011-2014 Agreement shall be further modified as follows:

1. EVALUATION PILOT – The District and Los Angeles School Police 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.

2. HOURS OF WORK AND OVERTIME (ARTICLE IX)

a. 5.0 Court Appearances: Required court appearances in connection with the employee's duties which occur on any day the employee is not scheduled to work shall be deemed to be a minimum of four (4) hours of overtime pay. ~~irrespective of the actual hours involved. Each employee shall receive four (4)~~ Should the required time at a court appearance exceed four (4) hours, the employee shall receive overtime pay for the actual time worked. ~~for such duty-related court appearance(s) which occur on any day the employee is not scheduled to work.~~

b. 7.0 Compensatory Time:

...

b. For ~~sworn personnel only~~ unit members, 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. Notwithstanding any other provision, for non-sworn unit members this section shall become effective January 1, 2015. ...

3. EVALUATION PROCEDURES (ARTICLE X)

a. 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 a Deputy Chief of Police ~~or designee~~ (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 Deputy Chief of

Police (or designee) to the Assistant Superintendent, School Operations Chief of Police whose decision shall be final.

- b. ~~4.0 A formal grievance concerning a Notice of Unsatisfactory Service or Act that does not recommend disciplinary action filed under Article V (Grievance Procedure) shall be limited to a claim that the procedures in Sections 2.1 and 2.2 above, have not been followed.~~

4. NOTICE OF UNSATISFACTORY SERVICE OR ACT (ARTICLE X-A)

- a. 1.0 Notice of Unsatisfactory Service or Act: An employee who disagrees with a Notice of Unsatisfactory Service or Act issued to him/her that does not recommend disciplinary action shall have the same appeal rights as outlined in Article X, Section 3.0. ~~If the employee is~~ dissatisfied with the decision of the Assistant Superintendent, School Operations, the employee may appeal that decision to a hearing officer provided by the Personnel Commission by submitting a written request within five (5) days of the response. The hearing officer shall issue a final and binding bench decision, and at the option of the employee or the District, prepare a brief summary of his/her findings and conclusions. The losing party shall pay the cost of the hearing officer's services.

5. ALLOWANCES AND DIFFERENTIALS (APPENDIX B)

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

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|---|----------------------|
| Sworn officers regularly required to wear a uniform | \$700/yr. |
| Police Detectives | \$450/yr. |
| Plant Security Aides regularly required to wear a uniform | \$350/yr. |
| Plant Security Aides regularly required to wear a uniform (Saturday, Sunday and Holiday) | \$250/yr. |
| School Safety Officers regularly required to wear a uniform | \$350/yr. |

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 Officer which are damaged in the performance of assigned duties will be replaced or repaired at District expense.

- B. 2.8 ~~Peace Officer Standards and Training (P.O.S.T) Certificated Increments Performance Incentives:~~

- a. All full time unit members in sworn peace officer positions who have satisfied all requirements for a Basic Certificate issued by the Commission on Peace

Officer Standards and Training of the State of California (P.O.S.T) shall receive a 2% 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. Intermediate Certificate shall receive ~~\$135~~ a 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. Advanced Certificate shall receive ~~\$185~~ an 8% Performance Incentive on base pay per pay period.

b. P.O.S.T. ~~Certificated increments~~ Performance Incentives 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 Basic, Intermediate or Advanced P.O.S.T. ~~Certificate Increment~~ Performance Incentive.

c. A unit member may receive only one of the P.O.S.T. ~~Certificate increment~~ Performance Incentives.

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.~~

C. 2.9 Non-sworn Safety Differential Incentive:

a. 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 ~~long term differential of~~ a 2% Incentive on base pay per pay period. ~~The non-sworn safety differential shall be part of the employee's basic wage for the purpose of computing overtime. Employees paid less than eight (8) hours per day or forty (40) hours per week shall receive a proportionate amount of the applicable increment.~~

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

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

Date of Agreement: 7-11-14

Los Angeles Unified School District

By: Vivian Ekchian
Vivian Ekchian
Office of Labor Relations

Los Angeles School Police Association

By: Max Gonzalez
Max Gonzalez
President

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

By: _____
Richard Vladovic, Ed.D.
Board President