

Service Employees International Union Local 99 & Santa Monica-Malibu Unified School District									
Tentative Agreement Summary - April 26, 2024									
Article 1 - Agreement, Designation of Parties, Length of Agreement									
Sets term (length) of the agreement to July 1, 2022 - June 30, 2025									
States that there are no reopeners for 2024 - 2025									
Article 9 - Leaves of Absence									
Revises language regarding process for a medical leave of absence and return from a leave									
Provides one (1) day of bereavement leave benefit for the death of a person outside a unit members immediate family									
Updates catastrophic leave language regarding the leave bank allocations									
Article 16 - Wages									
Provides for a 5% on-schedule increase, effective January 1, 2024									
Provides for a 3% on-schedule increase, effective July 1, 2024									
Provides for a two-range adjustment, effective July 1, 2024, which results in a 5% increase for every unit member									
on their step-increase date during the 2024 - 2025 school year									
Provides for a one-time, off-schedule payment of \$1,000 to eligible unit members									
Provides for a two-range adjustment, effective July 1, 2025, which results in a 5% increase for every unit member									
on their step-increase date during the 2025 - 2026 school year									
Article 17 - Health and Welfare Benefits									
Entire article rewritten to reflect current benefits practices as recommended by the Joint Benefits Committee									
Affirms continued participation by SEIU on the Joint Benefits Committee									
Commits the District to no less than one (1) PPO and no less than one (1) HMO at not cost to full-time employees									
Changes the calculation for benefit-eligible part-time employees; lowering the contribution by employees,									
increasing the contribution by the District									
Adds life insurance as a new benefit to eligible unit members									
Article 29 - Working-out-of-Class									
Retains the role for the Director of Classified Personnel to identify the next lower classification									
Adds language regarding criteria used by the Director to identify the next lower classification									
Establishes a meet-and-confer requirement for SEIU and the District to prepare a Memorandum of Understanding									
applicable to working-out-of-class in Maintenance & Operations									
Changes phrase "classified service" to "bargaining unit"									
Allows possibility of a unit member who has received progressive discipline to work out-of-class									
Article 30 - Layoffs/Reduction in Hours									
Updates layoff procedures to reflect revisions to the law/Education Code per AB 438 and related legislation									
Requires layoff notification on or before March 15th, similar to procedures for teachers									
Affords unit members in classifications identified for potential layoffs to request an administrative hearing									
Additional Agreements									
Agreement - Work Calendars									
Campus Security Officers - Changes the work calendar from 10-months to 11-months									
to include summer school and its related programming, including FIP assignments									
Board Certified Behavior Analysts - Change the work calendar from School-Year To 11-months									
to include summer school and its related programming									
Pareducators 1, 2 and 3 - Changes the work calendar from School-Year to 10-month									
Health Office Specialists - Changes the work calendar from School-Year to 10-months									
Food & Nutrition Service Workers - Changes the work calendar from School-Year to 10-month									
Agreement - Transportation Department									
Establishes a meet-and-confer requirement for SEIU and the District regarding levels of service and assignment hours									
within 180 days of hiring a permanent Director									
MOU - Leave Balance Notification									
Requires the District to notify unit members of their leave balances until such time as new									
Human Capital Management (HCM) Employee Self-Services (ESS) application is accessible to employees									
MOU - Health Benefits (Benefits Year January 1, 2023 - August 31, 2023)									
Agreement to transition from CalPERS to SISC									
Establishes plan options for benefit-eligible employees									

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ARTICLE 9 - TA

LEAVES OF ABSENCE

9.1 General Provisions Applicable to all Leaves

- 9.1.1 A leave of absence is an authorization by the District for a unit member to be absent from duty for a specific period of time and for an approved purpose as defined in this article.
- 9.1.2 A leave protects the unit member by holding a place for him/her in the District until the leave expires, with the right to return to the District in a position of the same classification at the end of the leave as held at the beginning of the leave, providing the position would have otherwise remained. The District does not guarantee that the return assignment will be in the school or administrative site where such unit member was assigned when an unpaid leave under 9.7 of this Article was authorized, or when a unit member has been absent for six (6) months or more on a paid leave of absence.
- 9.1.3 A condition of each leave of absence is that any required license or certificate held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member.
- 9.1.4 Utilization of leave provisions under this Article for whole or partial days shall be deducted from a unit member's leave entitlement whether or not a paid substitute was employed to replace the unit member on leave.
- 9.1.5 A unit member who is absent from work on days other than authorized by State law or covered under authorized leave provisions of this Agreement shall not receive pay for such absences, and the unit member may be subject to disciplinary action.
- 9.1.6 Immediately upon return to active service from a medical leave, the unit member shall complete the District's medical release form and submit it to his/her immediate supervisor.
- 9.1.7 The District may require the unit member to verify a leave of absence, and, in cases of sick leave absence, has the right to require verification by a physician if it is deemed necessary.
- 9.1.8 For those unit members whose shift begins at or before 8:00 a.m., the unit member shall notify his/her immediate supervisor or designee(s) at his/her employment site as early as possible prior to the commencement of his/her shift if he/she will not be reporting for work that day, the reasons for his/her absence, and the intended date of his/her return to work. For unit members whose work shift begins later than 8:00 a.m., the unit member shall notify his/her immediate supervisor or designee(s) at his/her employment site no later than two (2) hours prior to the commencement of his/her shift, if he/she will not be reporting for work that day, will give the reasons for his/her absence, and the intended date of his/her return to work.
- 9.1.9 A unit member must notify his/her immediate supervisor or designee(s) prior to his/her intended return to work in order for the District to make adequate preparation for release of the unit member's substitute if one has been hired. This notification shall be given as early as possible prior to the commencement of a unit member's shift. If the shift begins at or before 8:00 a.m., notification shall be given as soon as possible prior to unit member's shift. For shifts which begin later than 8:00 a.m., notification shall be given no later than two (2) hours prior to the commencement of his/her shift. A unit member who fails to provide such notice of intention to return to duty in accord with this section shall, at the District's discretion, be charged with the difference between the unit member's salary and

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the cost of a substitute if one has been hired.

9.2 Sick Leave

9.2.1 Full-time unit members earn twelve (12) days leave with full pay for each fiscal year for purposes of illness, injury, quarantine of self or dependent, or doctor / dental appointments which may not be accommodated during non-work hours. Unit members who work less than full time shall be entitled to that portion of twelve (12) days leave as the number of hours per week of scheduled duty relate to the number of hours for a full-time unit member. Unit members who work less than a full fiscal year shall be entitled to that portion of twelve (12) days as the number of months he/she is employed bears to twelve (12). If a unit member has been transferred from another District, upon the request of the unit member, transfer of accumulated sick leave shall be made in accord with Section 45202 of the Education Code. A unit member may take sick leave in advance of its being earned; however, if the unit member terminates employment prior to earning the sick leave taken, the unit member shall have the appropriate amount deducted froms/her final warrant.

9.2.2 Pregnancy, miscarriage, childbirth, or recovery ~~there from~~ shall be treated as a temporary disability for which sick leave may be used. The date of commencement of absence from and return to duties because of pregnancy, miscarriage, childbirth, or recovery ~~there from~~ shall be determined by the unit member and her the physician. The physician's verification for the commencement of absence from duties and resumption of duties shall be based on the unit member's medically determined ability to perform assigned duties.

9.2.4 Unit members who have been absent from work five (5) consecutive days or more shall provide to their immediate supervisor and Human Resources, a completed Leave of Absence Request form, and a statement from a medical doctor or licensed practitioner, stating the sates of the sick leave, and the projected return date.

9.2.4.1 Unit members who are absent five (5) consecutive days or more, and who fail to submit a Leave of Absence Request form will not be paid for day(s) absent until a completed form is received. However, unit members may be paid for up to five (5) days if they have illness days in their leave bank. Submitting an incomplete Leave of Absence Request form will result in the request being denied.

9.2.4.2 Unit members who are returning to work must submit to their immediate supervisor and Human Resources a completed Return to Work form indicating the ability for the employee to return to their position classification. Any employment restrictions must be indicated by the treating doctor. Any employment restrictions must be approved by the Assistant Superintendent, Human Resources Superintendent or designee, prior to the unit member's return. Medical information will not be rejected without cause.

9.2.4.3 If an immediate supervisor has a reasonable basis for concern about possible abuse of sick leave privileges, then the supervisor may require a unit member to submit medical documentation for any sick leave absence(s). In such cases, the unit member will be notified that subsequent sick leave absence(s) will require will require medical documentation.

~~9.2.4 A unit member who is returning to work and who has been absent five (5) consecutive days or more shall provide, to their immediate supervisor at his/her own expense a statement from a medical doctor or licensed practitioner stating the reason for the absence and indicating an ability to return to his/her position classification without employment restrictions on his/her performance of regular duties.~~

~~9.2.4.1 If the absence due to illness is longer than ten (10) work days, a District Medical Release Form, or similarly appropriate documentation signed by the attending~~

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~~physician and submitted to Human Resources, must be accepted by the Risk Manager, or in his/her absence, the Assistant Superintendent, Human Resources prior to the unit member's return to work. District Medical Release Forms will not be rejected without cause.~~

~~9.2.4.2 If an immediate supervisor has a reasonable basis for concern about possible abuse of sick leave privileges, he/she may require a unit member to submit medical justification for any subsequent illness absence. In such cases, the unit member will be notified in writing that subsequent illness absence will require medical verification.~~

9.2.5 If a unit member does not use the full amount of authorized sick leave in any given year, the unused amount shall be accumulated from year to year without limitation.

9.2.6 Any unused sick leave credit may be used by the permanent unit member for sick leave purposes, as defined, without loss of compensation. Upon exhaustion of all accumulated sick leave credit, a permanent unit member who continues to be absent under the provisions of this policy shall receive fifty percent (50%) of the unit member's regular salary for one hundred (100) working days. In order to qualify a permanent unit member shall utilize available leaves in the following sequence:

9.2.6.1 All industrial accidents or illness leave days when applicable;

9.2.6.2 All remaining current year days credited for sick leave;

9.2.6.3 All accumulated sick leave;

9.2.6.4 All earned vacation.

9.2.6.5 All other available leaves such as donated sick days, floating holidays, etc.

9.2.7 After all entitlement(s) have been used as designed in Article 9.2.6.1 through Article 9.2.6.5, a person may access the fifty (50%) percent pay clause only when the illness/absence is verified in writing by a licensed physician.

9.2.8 ~~For those unit members hired prior to July 1, 1980, unused Unused sick leave at the time of retirement shall be applied as retirement credit to the extent authorized by law and Public Employment Retirement System rules and regulations.~~

For CalPERS eligible unit members, unused sick leave at the time of retirement shall be applied as retirement credit to the extent authorized by law and CalPERS rules and regulations.

9.3 Bereavement Leave

9.3.1 Unit members shall be allowed necessary leave of absence with pay, not to exceed three (3) days, upon the death of any member of the immediate family. If out-of-state travel or travel in excess of three hundred (300) miles, one (1) way is required, an additional two (2) days of leave without loss of pay shall be allowed.

9.3.2 Members of the immediate family, as used in this section, are defined as: the parent, child, grandparent or grandchild of either the unit member or his/her spouse; the spouse, brother, sister, aunt, uncle, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law of the unit member; step parents, step children, step siblings; domestic partner as defined by law; or any person living in the immediate household of the unit member; or any person for whose care the unit member has assumed primary responsibility. Individual exceptions may be submitted for approval to the Superintendent or his/her designee.

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9.3.3 Unit members shall be allowed one (1) day of necessary leave of absence with pay, upon the death of any person outside of the unit members immediate family. This allotment is limited to one occurrence per fiscal year.

9.4 Industrial Accident and Illness Leave

9.4.1 The salary paid by the District to a unit member who is absent from work because of illness or injury resulting from an accident incurred while on duty which qualifies under Worker's Compensation laws will be governed by applicable laws and regulations of the State of California for the difference between the amount received from the District's compensation carrier and the unit member's regular salary.

9.5 Personal Necessity Leave

9.5.1 Personal Necessity Leave is an absence to attend to matters which require immediate attention, cannot be disregarded and cannot be dealt with during off duty hours.

9.5.1.1 Personal Necessity Leave shall not be used as vacation or to extend vacation.

9.5.1.2 Use of Personal Necessity Leave which demonstrates a pattern of misuse may be appropriately addressed by the supervisor as provided in Article 6.

9.5.2 An employee may use the maximum number of days absence (based on permanent assignment) earned for sick leave under 9.2 of this Article as personal necessity time. Unused days (in each fiscal year) shall not be carried forward to be used as personal necessity time, but will accrue in subsequent years as sick leave.

9.6 Jury Duty

9.6.1 Leaves of absence shall be granted to any unit member who has officially been summoned to jury service to a local, state or federal court. Leaves shall be defined as only those actual hours the unit member is required to be at the court house, plus appropriate travel time. If time in court plus travel time occupies less than half of the unit member's shift, he/she shall report back to work. If the unit member is on call, he/she will report to work until he/she receives a call to report. For those unit members who work swing shift or graveyard shifts, the unit member shall be granted leave on the day of his/her jury service equal to the actual hours the unit member is required to be in court, plus appropriate travel time. The unit member shall receive full pay while on leave, provided that the jury service fee is assigned to the District. Requests for jury duty leave shall be made by presenting the official court summons of jury service to the District.

9.6.1.1 Requests for jury duty leave must be made by presenting the official court summons of jury service to the immediate supervisor within five (5) business days following receipt of the summons.

9.6.1.2 Depending upon the timing of the jury duty and the needs of the school or department, the supervisor may write a formal request to the court to postpone the employee's jury duty to a later date. The request for postponement shall be made only for a time which is during the employee's regular work calendar, but is more appropriate to the needs of the department/school.

9.6.2 Night Jury Duty - when a unit member is required to serve on jury duty which commences after 4:00 p.m., the District shall grant the following:

9.6.2.1 All day shift members working six (6) hours or more shall be required to work

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half of their regular hours and shall be compensated for their full shift.

9.6.2.2 If a unit member works a full shift, eight (8) hours, and is then required to report to the court house that evening, he/she will be able to take four (4) hours the following day.

9.6.2.3 All p.m. shift unit members shall be compensated for jury duty as described under Article 9.6 Jury Duty.

9.7 Subpoena as a Witness

9.7.1 A unit member subpoenaed as a witness in a legal action which is not of his/her own contrivance or connivance shall be allowed a paid absence from duty to appear as subpoenaed. However, the unit member shall demand a witness fee and forward any witness fee received to the District.

9.7.2 Any unit member subpoenaed by the exclusive representative in any Public Employment Relations Board hearing shall be charged necessity leave for such appearance.

9.7.3 Any unit member subpoenaed by the District in any Public Employment Relations Board hearing shall be entitled to leave with pay and shall be reimbursed for mileage.

9.8 Military Leave

A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

9.9 Dependent Care Leave

A permanent unit member who is the natural or adoptive parent of a child shall be entitled to an unpaid leave of absence for the purpose of rearing his/her child for a specified period immediately after convalescence from maternity or immediately after completion of appropriate adoption papers or to provide care for a dependent. Such leave shall be for a maximum period of twelve (12) months and shall be granted upon giving the District at least four (4) weeks' notice prior to the anticipated date on which the leave is to commence except when such notice may not be possible in case(s) of emergency(s). Dependent in this case shall mean a person for whom the person is the primary care giver. Extension of the leave shall be at the discretion of the District.

9.10 Unpaid Personal Leave of Absence

9.10.1 The District may, in its sole discretion, grant a leave of absence without pay to permanent unit members who have at least one year of continuous service.

9.10.2 Leave of absence must, except under extenuating circumstances as approved by the District, be requested in writing thirty (30) days prior to the date the leave is to commence. A unit member on unpaid leave of absence for personal reasons may continue to participate in the health and welfare benefits at his/her option. If a unit member on leave elects to continue in the health and welfare program, he/she must pay the full premium for such participation.

9.10.3 The Superintendent or his/her designee may, in his/her sole discretion, approve short-term personal leaves of up to thirty (30) days to any permanent unit member to meet emergency situations which arise out of circumstances which are unpredictable and unavoidable. Short-term personal leaves of up to thirty (30) days for family crisis that cannot be accommodated with personal necessity leave shall not be denied for reasons that are arbitrary and capricious.

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9.11 Catastrophic Leave

A Catastrophic illness or injury is an illness or injury that has totally incapacitated the employee from work. Catastrophic illness or injury may also include an incapacitated member of the employee's immediate family if this results in the employee being required to take time off for an extended period of time in order to care for the family member.

The following provisions shall apply:

9.11.1 Unit members may donate one (1) day per year from accrued sick leave and/or vacation leave to an open bank for the purpose of catastrophic leave. Unit members requesting Catastrophic Leave may request access to the Catastrophic Leave bank only when he/she has they have exhausted all leave benefits. The Catastrophic Leave bank will be capped at 300 days or 2,400 hours. When the Bank drops below ~~sixty (60)~~ 125 days or ~~480 hours~~ 1,000 hours, members may donate one (1) additional day. Donations are irrevocable.

9.11.2 The total amount of leave credits donated and used may not exceed an amount sufficient to ensure the continuance of the employee's regular monthly rate of compensation.

9.11.3 Leave credits shall be donated in increments of not less than one (1) day, which will be converted to hours for payroll and record keeping purposes.

Example: A four (4) hour employee who donates a day to an eight (8) hour employee has in reality only donated one-half (1/2) day. An eight (8) hour employee, on the other hand, who donates a day to a four (4) hour employee, has in reality donated two days.

9.11.4 Once the situation giving rise to the need for catastrophic leave has ended, all remaining donated days will be recorded (banked) in fiscal services for future catastrophic leave use.

9.11.5 The total donated leave credit shall normally not exceed an amount necessary to continue the employee for three (3) calendar months calculated from the first day of catastrophic leave. The Superintendent or his/her designee may approve up to an additional three-month period in exceptional cases.

9.11.6 Unit members separating from the District may donate up to two (2) days upon separation if the 2,400 hours cap has not been reached.

~~A terminating separating employee is limited to donating one (1) day two (2) days upon separation from the District, if he/she has not already donated the one day per year limit and the 2,400 hours cap has not been reached.~~

9.12 Light-Duty Assignments

9.12.1 The District may, at its discretion, provide light-duty assignments to unit members returning to service after an extended illness or injury. Such assignments shall not be considered working out of class as defined by Personnel Commission Merit Rule, Chapter 3 - Classification of Employees and Positions, 3.2.9, and shall not entitle a unit member to receive differential pay. Requests for light-duty assignments shall be submitted in writing to the Assistant Superintendent, Human Resources or his/her designee, at least five (5) working days before a unit member returns from an accident or illness leave. The request shall be accompanied by a release from the unit member's physician, specifying any work limitations placed on the unit member. Prior to the start of any light-duty assignment, a unit member shall also provide a full release from the unit member's physician to perform the duties of the light-duty assignment. The District may also request additional verification of fitness for work, at the District's expense.

Light-duty assignments shall only be provided when light-duty work is available. However, light-duty assignments shall not be restricted to the unit members' department and unit

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members shall not be excluded from light-duty assignments based upon Worker's Compensation status. The District may not involuntarily transfer unit members or increase the assignments of other unit members in order to provide light-duty work under this provision.

- 9.12.2 For light duty assignments for work-related illness or injury, refer to the District's Return to Work Policy.

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Negotiations with SEIU
Compensation and Compensation-Related Agreements
Term of Agreement
April 18, 2024

As part of on-going negotiations, SEIU and the District ("the Parties"), the Parties have agreed to the following compensation and compensation-related items.

- a. 5% on-schedule increase, effective January 1, 2024
- b. 3% on-schedule increase, effective July 1, 2024
- c. Two-range adjustment, effective July 1, 2024, which results in a 5% increase for every unit member on their step-increment date during the 2024 – 2025 school year.
- d. One-time, off-schedule payment of \$1,000 to eligible unit members.
- e. Two-range adjustment, effective July 1, 2025, which results in a 5% increase for every unit member on their step-increment date during the 2025 – 2026 school year.

In addition to the above compensation increases, the Parties have tentatively agreed to the following compensation-related items as summarized:

1. Health & Welfare Benefits: Change in the calculation for part-time employees, with the divisor decreasing from 40 to 35. This change increases the District's contribution and reduces the unit member's contribution.
2. Health & Welfare Benefits: Add life insurance as an employee benefit. Eligible unit members shall receive \$20,000 of life insurance coverage at no cost to the employee. Unit members may increase coverage at additional cost to the unit member.
3. Work Calendars: Change the work calendars for Campus Security Officers, Board Certified Behavior Analysts, paraeducators, Health Office Specialists, and food & nutrition service workers.
4. Bereavement Day: Addition of one (1) bereavement day for the death outside of unit member's immediate family.

Related to the above options, the Parties agree on the following:

Process for two-range adjustments

1. Each classification will be increased by two ranges; first on the July 1, 2024 and again on July 1, 2025.
2. Unit members will be moved to the step on the new range that equals their current wage. Step advancement shall occur as described in Article 16.3.
3. A unit member who is on Step A(1) shall move to Step A(1) on the new range classification. Thereafter, he/she/they shall advance one (1) step on the salary schedule upon completion of each year of continuous and satisfactory service, from the date of the employee's assignment to the new range, until the maximum salary is reached.

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Eligibility for one-time, off-schedule payment

4. To receive the one-time, off-schedule payment of \$1,000, unit members must meet two criteria:
- a. maintained active regular employment from October 1, 2022 – June 30, 2023 or as per assigned work calendar, and
 - b. maintained active regular employment from July 1, 2023 – June 30, 2024 or as per assigned work calendar.

Additional work calendar change

5. BCBA Work Calendar: Change the work calendar for Board Certified Behavior Analyst (BCBA) to 11-months. (Add BCBA's to the list of classifications where the work calendars will change.)
1. Work calendar to be inclusive of covering summer school, and its related programming.
 2. Necessary vacation blackout periods may apply to ensure coverage as described in "1."
 3. BCBA's may be required to participate in activities that are directed from the District Office, e.g. training.

New bereavement effective date

6. The effective date for implementation of the new bereavement day (one (1) day) will be July 1, 2024.

Additionally, the Parties agree to the following:

Term of agreement

7. Term of Agreement: July 1, 2022 – June 30, 2025, with no reopeners for 2024 – 2025.

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ARTICLE 17 – DRAFT J - TA
HEALTH AND WELFARE BENEFITS

- 17.1 The District shall provide benefit-eligible unit members and their dependents with a choice of health benefits (medical, dental, vision) through the District's benefits purchasing pools. For the purposes of this Article, all rules and procedures are subject to the requirements of the benefits purchasing pools.
- 17.2 Benefit Eligibility
- 17.2.1 For purposes of this Article, full-time employees are unit members who work thirty-five (35) to forty (40) hours per week (87.5% - 100% FTEs), and at least a school-year employee work calendar. Unit members who meet these criteria are eligible for health benefits.
- 17.2.2 For purposes of this Article, part-time employees are unit members who work between 20 and less-than 35 hours per week (50% - less than 87.5% FTEs), and at least a school-year employee work calendar. Unit members who meet these criteria are eligible for health benefits at a pro-rata share of the cost of the premium that the District contributes for full-time employees. The pro-rata share is determined by the number of hours (i.e. FTE) worked by an employee per week, divided by 35.
- 17.2.3 For the purposes of this Article, health benefits for new benefit-eligible employees become effective the first of the month following their date of hire or eligibility, provided the enrollment process is complete.
- 17.2.4 For purposes of this Article, part-time employees who work less than 20 hours per week (less than 50% FTE) are not eligible to enroll in the District's health benefits plans (medical, dental and vision).
- 17.2.5 The District shall provide twelve (12) months of benefits for unit members who work a complete school year. Benefits for unit members who worked a complete school year, and separate on or after the last work day of the school year, shall terminate on August 31st. Benefits for unit members who separate from the District not having worked a complete school year, shall terminate at the end of the month of separation.
- 17.3 Joint Committee on Health and Welfare Benefits
- 17.3.1 SEIU agrees to its participation on the Joint Committee on Health and Welfare Benefits ("Committee"). In a memorandum of understanding dated September 7, 2018, SEIU agreed to its participation on the Committee with representatives from the Santa Monica-Malibu Classroom Teachers Association ("SMMCTA") and the Santa Monica-Malibu Association of School Administrators/management ("SMMASA").
- 17.3.2 The role of the Committee is to contain the cost of the District's health and welfare benefits program and maintain the affordability and quality of the benefits available to employees and eligible dependents.
- 17.3.3 SEIU and the District agree to seek the recommendations of the Committee prior to, and during periods in which the District and SEIU are in negotiations. The Committee agrees to forward all recommendations, motions or proposals to the Superintendent or designee and the SEIU collective bargaining team for significant discussion and consideration in negotiations.
- 17.3.4 Annually, and prior to Open Enrollment, the Committee shall recommend to SEIU the

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medical, dental and vision plan options for the next benefit year. The Committee's recommendation shall include the District's contribution to the premium cost and the unit member's contribution, if any. Prior to Open Enrollment, the District and SEIU shall sign a memorandum of understanding finalizing the plan options and employer/employee costs. The memorandum of understanding is subject to final approval by the Board of Education

17.4 Enrollment

- 17.4.1 All full-time benefit-eligible employees who work 7.2 hours or more per day (90% FTE or higher) must enroll in a medical plan provided by the District's benefits purchasing pool, Self-Insured Schools of California (SISC). The District is required to pay a penalty for each unit member who meets this criterion and does not enroll in a medical plan.
- 17.4.2 New benefit-eligible unit members must enroll in a medical plan within 30 days from the date of hire or eligibility.
- 17.4.3 After their initial enrollment, unit members who wish to make a change to their health plans may only do so during the designated Open Enrollment period, or at the time of a qualifying event, as defined by the purchasing pool (e.g. birth of a child, marriage, divorce, loss of coverage).

17.5 Health and Welfare Benefits

- 17.5.1 Medical Benefits - Effective January 1, 2023, the District shall provide full-time benefit-eligible unit members and their dependents (two-party or family) with a choice of no less than one (1) preferred provider organization ("PPO") option, and no less than one (1) health maintenance organization ("HMO") option at no cost to the unit member. The District shall offer the maximum number of plans allowed by the purchasing pool. Part-time benefit-eligible unit members are eligible for medical benefits at a pro-rata share of the cost of the premium that the District contributes for full-time employees.
- 17.5.2 Dental Benefits – Effective January 1, 2023, the District shall provide full-time benefit-eligible employees and their dependents (two-party or family) with a choice of one (1) PPO option and one (1) HMO option at no cost to the unit member. Part-time benefit-eligible unit members are eligible for dental benefits at a pro-rata share of the cost of the premium that the District contributes for full-time employees.
- 17.5.3 Vision Benefits – Effective January 1, 2023, the District shall provide full-time benefit-eligible unit members with a choice of two (2) options at no cost to the unit member. Unit members may enroll dependents (two-party or family), but are responsible for the premium cost above the amount for the single-party rate.
- 17.5.4 Life Insurance – The District shall provide \$20,000 of basic life insurance coverage from the District's health benefits purchasing pool to all full- and part-time unit members enrolled in health benefits (as required by the benefits purchasing pool). Unit members may voluntarily increase coverage at additional cost to the employee. Additionally, part-time unit members who work a minimum of ten (10) hours (0.25 FTE) per week shall receive basic coverage only.
- 17.5.5 Employee Assistance Program – The District shall make available an employee assistance program (EAP) that provides unit members with confidential professional mental health counseling and referral services.
- 17.5.6 Long-Term Disability Income Benefit

17.5.6(a) The District shall provide unit members with a long-term disability income

Michael Kelly 4/26/24

[Signature] 4/26/24

benefit. The salary schedule shall be adjusted by a percentage equal to the cost of the premium per unit member. Unit members may not opt out of the disability benefit.


- 17.5.7(b) At least 90 days prior to the expiration, or as soon as cancellation or non-renewal notice is given by the long-term disability insurance plan carrier, the District shall notify SEIU of the pending expiration or cancellation.

17.6 Cash-in-Lieu of Health Benefits

- 17.6.1 Part-time employees who work between 20 and less-than 35 hours per week are eligible for cash-in-lieu of health benefits when they do not enroll in a District medical and/or dental plan.
- 17.6.2 To receive cash-in-lieu, eligible part-time employees must provide proof of coverage in a medical and/or dental plan annually. Proof of coverage must be provided no later than the last day of Open Enrollment.
- 17.6.3 Per the definition of "pro-rata share" in 17.2.2, eligible part-time unit members who provide proof of medical coverage shall be paid a pro-rata share of \$1,200 (in lieu of medical coverage), paid in tenthly installments.
- 17.6.4 Per the definition of "pro-rata share" in 17.2.2, eligible part-time unit members who provide proof of dental coverage shall be paid a pro-rata share of \$300 (in lieu of dental coverage), paid in tenthly installments.
- 17.6.5 Early and Medicare retirees are not eligible for cash-in-lieu.
- 17.6.6 Full-time unit members who received cash-in-lieu on or before December 31, 2022, and who continue to receive cash in lieu benefits, may continue to do so, provided they provide proof of coverage in a medical and/or dental plan annually. Proof of coverage must be provided no later than the last day of Open Enrollment. The cash-in-lieu benefits are \$1,200 for medical and \$300 for dental, paid in tenthly installments. Full-time unit members who stop receiving cash-in-lieu (i.e. fail to provide proof of coverage or enroll in a District group plan) are no longer eligible for cash-in-lieu.

17.7 Retirees

- 17.7.1 Effective January 1, 2023, the District shall allow Medicare Retirees (retirees age 65 and older) and Early Retirees (retirees under the age of 65) to participate on the District's group health plans (medical, dental and vision).
- 17.7.2 To be eligible to participate on the District's group plans, an employee must meet the following criteria at the time of retirement.
- 17.7.2(a) Is benefit-eligible.
- 17.7.2(b) Is retiring from the District.
- 17.7.2(c) Is a member of the CalPERS retirement system.
- 17.7.2(d) Has ten (10) consecutive years of service to the District.
- 17.7.2(e) Is enrolled or enrolls in health benefits, based on retirement as a qualifying event)

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- 17.7.3 Medicare and Early Retirees who opt-out of the District's group plan, may not re-enroll.
- 17.7.4 Medical - Medicare Retirees - The District shall make a monthly contribution equal to 40% of the monthly premium to eligible retirees who enroll in a Medicare supplement or advantage medical plan provided by the District's benefits purchasing pool. Retirees may enroll dependents, but are responsible for the full premium costs.
- 17.7.5 Medical - Early Retirees – The District shall contribute an amount equal to the single-party premium for eligible retirees under age 65, provided the retiree selects a medical plan available to full-time single-party active employees without an employer contribution. The District shall contribute an amount equal to the employer contribution for retirees who select a plan with an employee contribution. Early retirees may enroll dependents, but are responsible for the premium cost above the amount for the single-party rate.
- 17.7.6 Dental – Medicare Retirees – Retirees age 65 and older may enroll in the District's group plan, but are responsible for the premium cost (single, two-party or family).
- 17.7.7 Dental – Early Retirees – The District shall contribute an amount equal to the single-party premium for eligible retirees under age 65. Retirees may enroll dependents, but are responsible for the full premium costs.
- 17.7.8 Vision – Medicare and Early Retirees may enroll in the District's group plan, but are responsible for the premium costs (single, two-party or family).
- 17.7.9 Medicare and Early Retirees are not eligible for supplemental payments if they do not enroll in the District's group plans.
- 17.8 The District's obligations under this Article are limited to payment for coverage provided. All terms and conditions of the various programs available pursuant to this Article will be according to the carrier's respective plans and any disputes are to be resolved between the carrier and the unit member. Any disputes with respect to the carrier's administration of such program are not the responsibility of the District and are not subject to the grievance and arbitration procedures of Article 13 – Grievance Procedures.
- 17.9 School-Age Child Care - The school-age children of unit members shall receive preference over out-of-district permit children for enrollment in District-sponsored child care programs. Unit members who submit a written request to the Director of Child Development Services prior to April 1 shall receive consideration for the next year. Unit members who submit requests after April 1 shall receive consideration on a waiting list.

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Article 29.3 – Draft V - TA

29.3 Whenever a vacant position exists within the bargaining unit and management determines that the position shall be temporarily filled until a permanent person is hired, management shall provide to current, permanent department/site/department employees the opportunity to work out-of-class. A working out-of-class assignment shall be based on seniority rotation in the next lower classification. The next lower classification is the classification that has certifications, duties, and responsibilities that are most similar/related to the vacant classification and allows the highest likelihood of success in the working-out-of-class assignment.

The Director of Classified Personnel shall provide the supervisor his/her identification of the next lower classification and a verified seniority list prior to the start date of the working out-of-class assignment. If the working out-of-class assignment is not accepted by any employee in the next lower classification, the supervisor shall consult with the Director of Classified Personnel to identify an appropriate classification and offer the assignment based on seniority rotation. The only exception to this practice may (as determined by the supervisor) be if in the last fifteen (15) months, the person in the seniority rotation has received disciplinary action in accordance with Article 6, subsections 6.2.3 through 6.2.5 of the SEIU-SMMUSD Agreement. Unit members who work-out-of-class, or are assigned higher level duties by a supervisor, shall be compensated at a rate at least 5% higher than their current base wage.

During negotiations, the Parties acknowledged that there is no *one-size-fits-all* approach for identifying the next lower classification. Additionally, the Parties acknowledged that more working-out-of-class opportunities occur in the Maintenance & Operations ("M & O") Department than in other departments/sites. As such, the Parties agree to meet and confer to prepare a Memorandum of Understanding, applicable to working-out-of-class in M & O. Participants shall include the SEIU Chief Steward, a steward from M & O, one other unit member from M & O, the Director of M & O, Director of Human Resources and Director of Classified Personnel. The Parties shall meet within 45 days after ratification of the Collective Bargaining Agreement.

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ARTICLE 30 - TA

LAYOFFS/REDUCTION IN HOURS

- 30.1 The District shall not implement any involuntary reduction in regular hours of assignment or layoff of unit members except as provided in the following procedure
- 30.1.1 The District shall comply with the layoff procedures required by law including Education Code 45117, California Government Codes 11503 and 11505, and other laws and regulations (existing and future) applicable to layoff/reduction in hours of classified employees.
- 30.1.2 A permanent classified employee identified for layoff/reduction in hours shall be notified on or before March 15 of the District's intent to precede with layoff/reduction in hours. Upon receipt of a written notice, and as is afforded by Education Code 45117, a permanent classified employee may request a hearing to determine if there is cause for not reemploying the employee for the ensuing year.
- 30.1.3 The Executive Director and Chief Steward of the Union shall be given written notice at least thirty (30) calendar days before the meeting at which the Board of Education receives notification of the classifications, including full-time equivalency (FTEs), subject to possible layoff/reduction in hours.
- 30.1.4 Upon request, the District shall provide the Union a reasonable opportunity to negotiate the effects of the layoff/reduction in hours. As necessary, the parties may jointly request, or either party may request, mediation and fact finding through the State Mediation and Conciliation Services (PERB).
- 30.1.5 Nothing in this Article shall prohibit the District from adhering to the statutory timelines required by Education Code 45117 and/or other laws and regulations applicable to layoff/reduction in hours.
- 30.1.6 In the event of layoffs, there shall be no working-out-of-class assignments in classifications that will be affected by layoffs.
- 30.2 Computation of Seniority
- 30.2.1 For the purposes of this Article, and other articles where seniority is a factor, seniority shall be determined by an employee's original date of hire in the classification, or by date of hire in an equal and/or higher related class. Date of hire in a class shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service, except as otherwise provided by law (references restricted employees as provided by Education Code). Substitute and provisional service time is not considered for seniority computation.
- 30.2.2 No seniority shall be earned during periods of unpaid leave of absence or separation from employment with the District in excess of thirty (30) working days per year, or in accordance with this contract and the law. The exception to this provision is for military leave. Time spent on military leave shall count toward seniority provided that the employee returns to active service employment with the District within six (6) months of release or discharge from the military under honorable conditions.
- 30.2.3 A permanent employee, who is laid off and is subsequently reinstated, shall regain the seniority status held prior to the time of layoff less the amount of time such person was in layoff status.


Mark A. Kelly 4/24/24

Margaret [Signature] 4/24/24

- 30.24 In the event of a tie in a class, preference would be given to the employee with the longest total service in probationary/permanent status with the District. If a tie still exists the employees will draw lots to determine preference.
- 30.25 Should an employee voluntarily separate from service and be subsequently reemployed, all time spent working in the class shall count toward seniority accrual when the period of separation does not exceed thirty-nine (39) months.
- 30.26 When reclassification results either in the merger of two or more classes or in the separation of a class into two or more classes, seniority rights of probationary/permanent employees who are reclassified with their positions, shall be computed from the date of their earliest entrance into probationary/permanent status in such former classes.
- 30.27 An employee changing from one class to another shall retain seniority in the former class; seniority in the new class shall begin on the date of the change.
- 30.28 In computing seniority for a single class with both full-time and part-time positions, only one list shall be prepared which shall include both the full-time and part-time positions.

30.3 Specially Funded Positions

Notwithstanding the other requirements of Education Code 45117 respecting layoff of permanent classified employees, when classified positions must be eliminated as a result of the expiration of a specially-funded program, the employees to be laid off, the Executive Director, and the Chief Steward of the Union shall be given written notice not less than 60 days prior to the effective date of the employee's layoff. The written notice informs them of their layoff date and their displacement rights, if any, and reemployment rights.

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**SEIU-SMMUSD
Compensation-Related – Work Calendars
Tentative Agreements**

February 29, 2024

During negotiations, SEIU and SMMUSD (“the Parties”) discussed compensation-related options. Subject to total compensation considerations, the Parties tentatively agree to the following:

1. **Campus Security Officers** - Change the work calendar from 10-month to 11-month.
 - a. Work calendar to be inclusive of covering summer school, and its related programming, including Facilities Use Department assignments.
 - b. Necessary vacation blackout periods may apply to ensure coverage as described in “a.”
 - c. Campus Security Offices may be required to participate in activities that are directed from the District Office, e.g. training.
2. **Paraeducators 1, 2 and 3** – Change the work calendar from School Year to 10-month.
 - a. Vacation blackout periods to apply to the five days before the student school year begins and three (3) days after the student school year ends.
 - b. Paraeducators shall participate in activities that are directed from the District, e.g. training, or by their assigned school site.
3. **Health Office Specialists** – Change the work calendar from School Year to 10-month.
 - a. Vacation blackout periods to apply to the five days before the student school year begins and three (3) days after the student school year ends.
 - b. Health Office Specialists shall participate in activities that are directed from the District, e.g. training, or by their assigned school site.
4. **Food & Nutrition Service Workers** – Change the work calendar from School Year to 10-month.
 - a. Vacation blackout periods to apply to the five days before the student school year begins and three (3) days after the student school year ends.
 - b. Food & Nutrition Service Workers shall participate in activities that are directed from the District, e.g. training, or by their assigned school site.

Added April 18, 2024

5. **BCBA Work Calendar:** Change the work calendar for Board Certified Behavior Analyst (BCBA) to 11-months. (Add BCBA to the list of classifications where the work calendars will change.)
 - a. Work calendar to be inclusive of covering summer school, and its related programming.
 - b. Necessary vacation blackout periods may apply to ensure coverage as described in “1.”
 - c. BCBA may be required to participate in activities that are directed from the District Office, e.g. training.

Mark D. Kelly 4/26/24

N. [Signature] 4/26/24

**Negotiations with SEIU
Transportation Department Agreement
April 26, 2024**

During negotiations, interests regarding the Transportation department were discussed. The Parties acknowledge that the Transportation Department is in a period of transition. As such, the Parties agree that within 180 days of the hiring of a permanent Director of Transportation, the Parties will meet and confer regarding levels of service and assignment hours. Meeting and conferring shall be grounded in the service needs of the students and operational needs of the District.

Mark L. Kelly 4/26/24

Margaret Fisher 4/26/24

**Memorandum of Understanding
Between
Santa Monica-Malibu Unified School District ("District")
Service Employees International Union Local 99 ("SEIU")**

Leave Balance Notification

July 17, 2023

On July 29, 2023, SEIU and the District ("Parties") discussed leave balance notification as part of on-going negotiations. The District shared that as part of its transition to the Human Capital Management ("HCM") system, employees will have access to their personal leave balance through the Employee Self Service (ESS) portal. Tentatively, the transition to HCM is anticipated to happen in October, 2024.

Until such time as unit members have access leave balances using the ESS portal, the District shall provide unit members annual notification of leave balances by November 15. The District shall provide the leave balance information to sites and departments to be distributed by the timekeeper or designee.

Leave balance notifications will not include accruals for employees who worked summer assignments outside of their standard work year (10 + 10 work schedule or less). Similarly, vacation balances will be reported to-date; balances will not reflect future vacation accrual.

The Parties will encourage informing unit members that they may speak directly with their timekeeper regarding their personal leave balance. Timekeepers are able to provide unit members access to leave balance information.

For SMMUSD: Mark D. Kelly

Date: 4/24/24

For SEIU: [Signature]

Date: 4/24/24

**Memorandum of Understanding
Between
Santa Monica-Malibu Unified School District
And
Service Employees International Union Local 99
Regarding
Health Benefits**

The Santa Monica-Malibu Unified School District ("District") and Service Employees International Union Local 99 ("SEIU"), collectively referred to as "the Parties," enter into this Memorandum of Understanding ("MOU") regarding health benefits.

In fall of the 2018, representatives from the District's employee groups, SEIU, SMMCTA and SMMASA signed a Memorandum of Understanding ("MOU") to form a Joint Committee on Health and Welfare Benefits ("Committee"). Since 2018 the Committee has met regularly to review the District's health benefits program as part of fulfilling the Committee's stated mission:

The role of the Committee is to contain the cost of the District's health and welfare benefits program, and to maintain the affordability and quality of the benefits available to employees and eligible dependents.

In August 5, 2022, the Committee recommended to SEIU that the District, comprised of its represented and unrepresented employees, discontinue our relationship with Public Employees' Retirement System ("CalPERS") (health benefits only) and join Self-Insured Schools of California ("SISC").

Upon ratification by SEIU unit members, the Association and the District agree to the following:

1. The District shall discontinue its membership with the Public Employees' Retirement System ("CalPERS") (health benefits only) and become a member of Self-Insured Schools of California ("SISC"). The first-year benefit period for SISC runs from January 1, 2023 to September 30, 2023.
2. For the benefit period January 1, 2023 to September 30, 2023, the District shall provide SISC benefit plans as described:

Plans options for full-time employees and their families that require no employee contribution

Anthem 80%-G PPO Option (Wide Network)
Anthem 80%-G PPO Option (Narrow Network)
Anthem Full Network HMO (Premier 10/0)
Anthem Select Network HMO (Premier 10/0)
Kaiser Permanente HMO

Plan option for full-time that requires an employee contribution

Anthem 90%-G PPO Option (Wide Network "Buy-Up Plan"):
Individual = \$74.00
Two-Party = \$154.00
Family = \$202.00

3. Effective January 1, 2023, Article 17.1.1 shall be changed as follows:

Mark D. Kelly 4/26/24

Margaret [Signature] 4/26/24

All current unit members must enroll in one of the District-approved medical and dental plans through the ~~Public Employee Retirement System (PERS)~~ Self-Insured Schools of California (SISC) health benefits program, or must waive coverage on the appropriate form, during the designated benefits enrollment period. For new unit members hired after the designated benefits enrollment period, the enrollment waiver must be made within thirty (30) days after employment. Any unit member who may wish to make a change in enrollment in any year after their initial enrollment must do so within the open enrollment period established by PERS SISC. If a qualifying event occurs (i.e., birth, death, divorce, etc.) changes may be made within the time limits and under the rules of the applicable plan. Failure to submit a timely initial enrollment or waiver form will result in the loss of medical/dental benefits for the first (1st) year. Failure to submit a timely change in enrollment will result in the unit member retaining the previous year's coverage.

4. Effective January 1, 2023, Section 17.2.7 shall be revised to remove any distinctions between unit members with hire dates before, as well as on or after, July 1, 2014.
5. Correspondingly, and consistent with the District's membership in SISC, references to CalPERS in the Collective Bargaining Agreement shall be changed to SISC. Article XXV Health and Welfare Benefits remains subject to negotiations.
6. SEIU will continue its participation on Joint Committee on Health and Welfare Benefits.


For SEIU

4/26/24
Date

For the District

Date

Ratified by SEIU on August 31, 2022