AGREEMENT

Between

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

AND

SANTA MONICA CHAPTER LOCAL 99 SERVICE EMPLOYEES INTERNATIONAL UNION

Instructional Assistant/Paraprofessional Unit
Maintenance & Operations Unit
Office, Technical and Business Services Unit

July 1, 2021 – June 30, 2022

Signed by the Parties: August 22, 2022

Approved by the Board of Education: September 1, 2022

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ARTICLE 1

AGREEMENT, DESIGNATION OF PARTIES, AND LENGTH OF AGREEMENT

(Revised effective July 1, 2021)

1.1 This Agreement is made and entered into this 1st day of July 2021, between the Santa Monica-Malibu Unified School District, hereafter referred to as District, and Local 99, Service Employees International Union, SEIU, hereinafter referred to as Union. The parties reopened negotiations in the spring of 2022 and negotiated changes were made and are reflected in the current contract.

1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code of the State of California and shall be applicable to those employees who hold positions listed in Article 2.1.1. The terms employees and unit members are used interchangeably in this Agreement, and such terms mean those unit members to whom this contract is applicable.

1.3 Except as noted in this Section, all articles of this Agreement shall be applicable commencing July 1, 2021, and shall remain in force and effect until June 30, 2022 when this Agreement shall terminate. Negotiations for a successor Agreement will convene no later than August 15, 2022. The parties agree to schedule an annual Communications Lab to take place in the fall of each year, not to exceed two (2) days in length.

1.4 The parties agree that the articles publicly disclosed at the May 5, 2022 Board of Education meeting, which included a public hearing, are hereby reopened for negotiations of a successor Agreement. The parties each reserve the right to submit additional proposals as provided by CA Govt. Cd. Sec. 3547(d).

ARTICLE 2

RECOGNITION

2.1 Pursuant to the Certification of Representation by the Public Employment Relations Board, State of California, Local 99, SEIU, is the exclusive representative of the following described units of classified employees;

2.1.1 All regular office, technical and business service classified employees, including:

Accountant
Accounting Assistant II
Accounting Technician
Administrative Assistant
Assistant Buyer
Audio-Visual Technician
Buyer
Chief Steward*
Communications Specialist
Computer Operator
Education Data Specialist
Elementary Library Coordinator
Employee Benefits Technician
Human Resources Specialist
Human Resources Technician
Lead Translator/Interpreter
Library Assistant
Media Services Coordinator
Office Specialist
Payroll Specialist
Senior Administrative Assistant
Senior Buyer
Senior Office Specialist
Special Education Data Technician
Special Education Specialist
Student Outreach Specialist
Textbook Coordinator
Translator/Interpreter

*See Appendix 8

2.1.2 All regular operations support classified employees including:

Audience Services Coordinator
Bus Driver
Cafeteria Cook/Baker
Cafeteria Worker I
Cafeteria Worker II
Cafeteria Worker – Transporter
Campus Security Officer
Carpenter
Custodian (Day Shift)
Custodian (Night Shift)
Electrician
Equipment Operator
Equipment Operator/Sports Fac
Equipment Operator/Tree Trimmer
Facilities Technician
Gardner
Glazier
HVAC Technician
Lead Custodian
Lead Grounds Person
Lead Vehicle & Equip Mechanic
Locksmith
Metal Worker
Network Engineer
Painter
Plumber
Production Kitchen Coordinator
Senior Network Engineer
Senior Technology Support Assistant
Site Food Service Coordinator
Skilled Maintenance Worker
Sports Facility Attendant
Sports Facility Coordinator
Sprinkler Repair Tech
Stock & Delivery Clerk
Systems Analyst
Technical Theater Coordinator
Technical Theater Technician
Technology Support Assistant
Utility Worker
Vehicle & Equipment Mechanic

2.1.3 All regular instructional assistant and paraprofessional classified employees

Accompanist
Athletic Trainer

Bilingual Community Liaison
Braille Transcriber
Campus Monitor
Certified Occupational Therapy Assistant (COTA)
Children's Center Assistant I
Children's Center Assistant II
Children's Center Assistant III
Health Office Specialist
Instructional Assistant - Bilingual
Instructional Assistant - Classroom
Instructional Assistant – Music
Instructional Assistant – Physical Education
Instructional Assistant – Sign Language Interpreter
Laboratory Technician
Licensed Vocational Nurse
Occupational Therapist
Paraeducator 1
Paraeducator 2
Paraeducator 3
Physical Activities Specialist
Physical Therapist
Swimming Instructor/Lifeguard
Workability Assistant

2.2 Excluded from this unit are all employees whose positions are not listed above: all certificated employees; all non-merit employees; all casual or limited term personnel such as substitutes, provisional, and other temporary employees; and all management, confidential, and supervisory employees as defined by the District.

2.3 The parties agree that if new or different classifications are established by the District, or existing classification of unit members are changed by the District, then the District will provide written notice to the Union at least fifteen (15) working days prior to the Board of Education meeting at which the change(s) of classification will be presented, and, upon written request by the Union, the District will consult with the Union regarding the appropriate unit or non-unit designation of any such classifications. If, following consultation, there is disagreement regarding unit determination, the union may file a petition with PERB for unit determination. Nothing herein shall imply any restriction on the authority of the District to establish such positions as they feel necessary.

2.3.1 The parties agree that any changes in classification or the salary implications as a result of these changes shall be negotiated by the District and the Union to the extent required by law.

2.4 The parties acknowledge that the employees have elected participation in the Merit System as provided in Sections 45220-320 of the California Education Code. The parties shall comply with current law regarding the negotiability of salary increases recommended by the Personnel Commission.

ARTICLE 3

WORKLOAD

3.1 The District will make every effort to assign work reasonably. A reasonable workload is one which reasonably can be expected to be completed during an employee's regularly assigned hours.

3.2 Whenever any classification is reduced in staffing as a result of unfilled vacancies, layoffs, reductions in hours, or when work is added as a result of new programs or reorganization, affected unit members in the impacted classifications shall be identified by the Assistant Superintendent, Human Resources or his/her designee and the SEIU Chief Steward and/or Field Representative. If it is determined that modifications in the performance evaluation (Article 5 - Evaluation Procedures) are necessary, the evaluating supervisor will be notified. All other performance evaluation factors will continue.

3.3 To ensure reasonable workloads and the quality of classified support and services, vacant budgeted classified positions shall be filled expeditiously in accordance with Personnel Commission and Human Resources processes. Positions that remain vacant after 30 business days, from eligibility certification by the Director of Classified Personnel, shall require the District, Personnel Commission and Union to meet and address the on-going vacancies.

ARTICLE 4

HOURS OF EMPLOYMENT

4.1 Work Day and Work Week

4.1.1 The regular work day for full-time unit members shall be eight (8) hours of work, exclusive of an unpaid 30-minute lunch period, in a continuous 24-hour period. The regular work week for full-time unit members shall be forty (40) hours in five (5) consecutive work days and two (2) days of rest in a seven (7) consecutive-day period. The regular work week shall be Monday through Friday, except in cases of work weeks established under Article 4.1.2 or Article 4.1.4. Nothing in the above shall preclude the District from establishing a work day or work week of less than full time.

4.1.2 The District may establish a regular work week with the five (5) consecutive work days including Saturday and Sunday employment. However, if the District establishes such a regular work week, the unit member shall receive a five percent (5%) salary differential when requested to work a work week other than Monday through Friday. Unit members shall be selected on a voluntary basis first and, if there are insufficient volunteers, then the District may assign unit members in reverse order of District seniority. For the campus security unit members, the District may rotate the work period among all unit members.

4.1.3 The starting and ending times of the work day and the required work days in a seven (7) consecutive-day period shall be determined by the District. Unit members whose regular work day or work week is being permanently changed shall receive at least five (5) work days of advance notification from his/her immediate supervisor. If such advance notification is not provided and the District still desires to make the change in the starting and ending time of the work day or the work week, the unit member shall receive a five percent (5%) salary differential for each day worked for which the unit member has not received notification, to a maximum of five (5) work days.

4.1.4 The District agrees to continue to extend Alternative Work Schedule, to work units where unit members may not be required to work a regular five (5) day work week due to the nature of the services rendered by the department and/or the unit member.

4.1.4.1 If a unit member requests an alternative work schedule and the request is denied by the unit member's supervisor, the unit member, a union representative and the supervisor shall meet and consult to review the request. The Superintendent or his/her designee shall have the final responsibility to approve or deny requests for alternative work schedules.

4.1.4.2 Once established, this schedule shall not be changed without notice of at least one (1) Alternative Work Schedule Cycle, but not to exceed fourteen (14) calendar days. The Union, if requested, shall be given the opportunity to meet and confer over the impact of the proposed change.

4.1.4.2.1 Only in cases where a clear emergency situation arises, can the Alternative Work Schedule be changed without waiting the required period as defined in Article 4.1.4.2. When the emergency situation no longer exists, the employee shall immediately be returned to the alternate work schedule.

4.2 Work Year

Unit members who are called back before their regular starting date or who are asked to remain after their regular ending date shall be paid at the regular straight time rate for all

hours worked.

4.3 Hours of Employment

A classified employee who works a minimum of thirty (30) minutes or more per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days shall have his/her assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis. No employee shall be asked to work thirty (30) minutes in excess of his/her regular assignment more than a total of twenty-five (25) days in a forty-five (45) day work period.

4.4 Lunch Period and Breaks

4.4.1 Each unit member who works five (5) or more hours per work day shall be entitled to an unpaid lunch period consisting of at least one-half (1/2) hour as scheduled by his/her immediate supervisor.

4.4.2 Each unit member who works four (4) or more hours per work day shall be entitled to a fifteen (15)-minute break per four (4) hours as scheduled by his/her immediate supervisor.

4.4.3 The immediate supervisor shall schedule the lunch period near the middle of the work day for full-time unit members and breaks near the middle of the four (4)-hour work periods, commensurate and consistent with the work responsibilities of the unit member.

4.4.4 Transportation Lunch Period and Breaks

4.4.4.1 Each Bus Driver working six (6) hours or more, shall have a one (1) hour duty-free lunch scheduled during the work day. When possible the duty-free lunch should be scheduled during the Bus Driver's down time within the split-shift assignment.

4.4.4.2 If a field trip or cover assignment is made within the down time, the one (1) hour duty-free lunch will be scheduled within the work day.

4.4.4.3 Additional hours worked beyond the regular assignment will not be subject to any duty-free lunch deduction. All hours worked over eight (8) hours in one (1) day or forty (40) hours in one (1) week are overtime hours and no additional duty-free lunch breaks will be scheduled.

4.4.4.4 Each Bus Driver shall be entitled to an additional fifteen (15) minute paid break for each four (4) hours of overtime worked.

4.4.4.5 Bus Drivers working a weekend or holiday field trip or assignment of six (6) hours or more shall have one (1) hour duty-free lunch, provided that such duty-free lunch deduction will not result in less than six (6) hours pay for such assignments. Only one (1) duty-free lunch deduction shall be made for each day worked.

4.4.4.6 Bus Drivers working any additional assignment shall properly note on the appropriate departmental form all existing condition(s) which prevented him/her from taking his/her one (1) hour duty-free lunch. Upon receiving said notification, the Supervisor shall be responsible for making sure the records reflect at least a thirty (30)-minute lunch period, and the Supervisor shall make and record the necessary time adjustment(s) in writing to the Bus Driver and on the monthly payroll report(s).

4.5 Additional Assignments

4.5.1 The District shall allocate additional assignments equitably among all qualified unit members who are in the same classification in the following order: department (if applicable), then site, then district-wide. Nothing in the above, however, shall require the District to allocate additional assignments to a full-time unit member who will receive overtime compensation when other unit members who will receive regular compensation are available to perform the responsibilities. The District may consider special skills, training, and availability of unit members to perform particular work when allocating additional assignments. Unit members can be required to work additional assignments during emergencies or unforeseen circumstances that threaten the health or safety of students, employees and/or District property; or interfere with the continued performance of academic and student services.

4.5.2 Unit Members accepting additional assignments, other than their regular assignment, shall be supervised by the administrator of the additional assignment.

4.5.3 Additional assignments will be offered to qualified unit members on a rotating basis. By October 1, of each year, a rotation roster of eligible unit members and when practicable, an additional assignment calendar shall be established and posted by the supervisor at the work site. The rotation roster and calendar shall be maintained by the site supervisor.

4.5.4 All additional assignment opportunities shall be offered and allocated in rotation order by the immediate supervisor. The rotation order shall be established by site seniority. The rotation order must be adhered to strictly.

4.5.5 If a unit member elects to pass on an additional assignment, that decision should be documented by the immediate supervisor. The unit member must then wait until the rotation returns to him/her for the next additional assignment opportunity.

4.5.6 If the employee scheduled to work the additional assignment is absent on the day of the additional assignment, it shall be the responsibility of the immediate supervisor to offer the assignment to the next person in line on the rotation list. It shall also be the responsibility of the immediate supervisor to make a best effort attempt to communicate the change to the absent employee on the day the assignment is to be worked.

4.5.7 When there is more than one additional assignment on the same date, the unit member next in line has first choice of the assignment.

4.5.8 When an additional assignment is scheduled on a regular and planned basis, seniority rotation schedule may be established as a separate list. The additional assignment calendar for the separate activities shall be made available for review by unit members, if requested.

4.5.9 Compensation shall not be provided unless it is authorized in advance by the immediate supervisor. The immediate supervisor shall not permit work before or after hours, during lunch, or during paid break time unless the work is compensated.

4.6 Call Back Pay

4.6.1 Whenever a unit member is ordered by the District to return to duty following termination of his/her normal work shift or work week and the unit member has departed from his/her work location, the unit member shall receive a minimum payment equivalent to two (2) hours of pay at the applicable rate unless the unit member works for more than two (2) hours, in which case he/she shall be compensated for the actual hours worked at the applicable rate.

4.6.2 Whenever a unit member is ordered by the District to work a day which is not a regularly scheduled work day, the unit member shall receive a minimum payment equivalent to two (2) hours at the overtime rate unless the unit member works more

than two (2) hours, in which case he/she shall be compensated for the actual hours worked at the overtime rate.

4.6.3 Unit members on standby duty on weekends and/or holidays shall earn two (2) total hours of overtime compensation unless they are called in and work more than the two (2) hours, in which case they shall be compensated for the actual hours worked at the overtime rate. For purposes of this Article, standby time is defined as time when a unit member is required by his/her immediate supervisor to be immediately accessible for a response to any requirement of District service.

4.7 Overtime Rate

4.7.1 Unit members shall be compensated at a rate of one and one-half (1-1/2) times the regular rate of pay for the number of hours worked in excess of the eight (8) hour work day or forty (40) hour work week. Overtime compensation shall not be provided unless it is authorized in advance by the immediate supervisor, except in cases of dire emergency.

4.7.2 For those unit members who have an average work day of four (4) hours or more, but less than eight (8) hours, compensation for any work required to be performed on the sixth (6^{th}) or seventh (7^{th}) day following commencement of their work week shall be at the rate equal to one and one-half (1-1/2) times the regular rate of pay of the unit member designated and authorized in advance to perform the work.

4.7.3 For those unit members who have an average work day of less than four (4) hours during the work week, compensation for any work required to be performed on the seventh (7^{th}) day following commencement of their work week shall be at the rate equal to one and one-half (1-1/2) times the regular rate of pay of the unit member designated and authorized in advance to perform the work.

4.8 Compensatory Time

4.8.1 The District shall grant paid compensation for overtime work. By mutual agreement with the unit member, an immediate supervisor may grant compensatory time off at the same ratio as the overtime cash payment. If compensatory time off is to be provided, the compensatory time off shall be taken as requested by the unit member, subject to approval of the immediate supervisor.

4.8.1.1 For each hour of overtime worked, one and one-half (1-1/2) hours of compensatory time must be allocated.

4.8.1.2 No unit member may accumulate more than twenty-four (24) hours of comp time [sixteen (16) hours of overtime] at any time. Any overtime work accumulated in excess of sixteen (16) hours must be paid to the employee.

4.8.1.3 On the District approved form(s), each site shall submit all accrued comp time for its employees, as an attachment to the official payroll report. Submissions shall occur on the scheduled date of payroll submission deadlines each month.

4.8.1.4 At the end of the fiscal school year, all unit members shall be compensated for all of their unused and accumulated comp time.

4.8.2 Shift and special assignment differentials regularly received by a unit member shall be included in determining the regular rate of pay for the purposes of determining the overtime salary payment.

4.8.3 For the purpose of determining overtime compensation, time which the unit member

is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leaves of absence shall be considered as time worked by the unit member.

4.8.4 In the event of layoff or termination, all earned and unused compensatory time shall be paid at the hourly rate of pay for such position at the time the compensatory time off was earned. Such payment shall be made within a reasonable period of time following the layoff or termination.

4.9 Provision for Substitutes

If a unit member is absent for three or more days, any other unit member at the same job site may request that the District hire a substitute. The request shall be made in writing to the Assistant Superintendent, Human Resources and shall set forth reasons for the request. It is agreed, however, that the decision of when to hire a substitute for any unit member is within the sole discretion of the District.

ARTICLE 5

EVALUATION PROCEDURES

5.1 Purpose

5.1.1 To provide classified employees with a record of work performance as an aid to achieve and maintain high levels of performance.

5.1.2 To provide employees and supervisors with a communication tool and counseling device through which they may formally discuss job performance.

5.1.3 To assist classified employees in strengthening their present performance and/or prepare for promotional opportunities.

5.1.4 To acknowledge quality performance of employees.

5.2 District Responsibilities

5.2.1 To evaluate and assess each unit member in a fair and impartial manner and to support any/all adverse ratings and comments with written documentation.

5.2.2 To provide raters and reviewers with guidelines for uniform evaluation standards encompassing job descriptions, evaluation factors, and rating standards.

5.2.3 To ensure that each unit member receives a timely performance evaluation**,** the evaluation period starts January 1 and ends ten (10) working days before the end of the unit member's work year. The evaluation shall be restricted to the current rating period.

5.2.3.1 Probationary unit members shall continue to be evaluated in accordance with Article 5.4.2.

5.2.4 To provide all new hires and promoted members, as well as those whose jobs have been reclassified or have been revised within this unit, with a copy of his/her job duties and expectations within the first ten (10) working days of their assignment.

5.2.5 For permanent employees, the District shall follow at least Article 6.2.1 through Article 6.2.3 (Article 6 - Remediation) prior to issuing an adverse performance evaluation.

5.2.5.1 An adverse rating is defined as an overall rating of less than meets standards (Article 5.4.4.3).

5.2.6 In case of an overall "needs to improve" or "unsatisfactory" evaluation, a unit member shall be informed that he/she is entitled to Union representation during the evaluation meetings.

5.3 Employee Rights

5.3.1 To receive a copy of his/her evaluation in a timely manner and to know the job description, evaluation factors, and rating standards used by the District.

5.3.2 To provide his/her immediate supervisor with a self-assessment of performance on an approved form prior to the completion of the performance evaluation.

5.3.3 To grieve any comment, on a performance evaluation that is factually inaccurate, unrelated to job performance, or improper in procedure, with the burden of proof falling on the employee to substantiate the (performance) allegations.

5.3.4 To attach a rebuttal within ten (10) working days of the evaluation conference and prior to the evaluation being placed in the employee's personnel file when he/she is dissatisfied with the ratings or comments received.

5.3.5 To review the performance of his/her immediate supervisor on District approved forms in an advisory manner.

5.4 Types of Reports and Rating Standards

5.4.1 Definitions

5.4.1.1 Rater: The unit member's immediate supervisor and evaluator

5.4.1.2 Reviewer: The rater's supervisor or another manager above the rater's level

5.4.2 Evaluation Reports for Probationary Employees

5.4.2.1 The immediate supervisor shall prepare a formal evaluation for all unit members in probationary status by the end of the second and fourth months of service and prior to the completion of the sixth month.

5.4.2.2 In the event that a unit member in promotional probationary status does not successfully complete the subsequent probationary period by failing to receive a satisfactory fourth (4^{th}) month or sixth (6^{th}) month evaluation, the unit member shall be entitled to a position in his/her previous permanent classification.

5.4.2.3 If a probationary employee does not receive the scheduled evaluations (the second and fourth-month reports) within ten (10) working days, she/he shall be deemed to Meets Standards Administratively for that rating period. If no evaluation is received at the end of the six (6) month probationary period, the employee shall be deemed Meets Standards Administratively and shall pass probation. The District shall inform probationary employees that they may have an unscheduled evaluation at any time. Probationary employees may be disqualified for documented unsatisfactory work performance during the six (6) month probationary period.

5.4.3 Evaluation Reports for Permanent Unit Members

5.4.3.1 The immediate supervisor shall prepare a formal written evaluation for every unit member during the evaluation window period.

5.4.3.2 Permanent employees will be evaluated in their first full year of permanency and every other year thereafter.

5.4.4 Rating Standards:

5.4.4.1 Outstanding - Work performance is marked by exceptional levels of performance above the rating exceeds standards. Written comments must be made to support this rating.

5.4.4.2 Exceeds Standards - Work performance exceeds the required standards of performance in the specific area being evaluated. Written comments must be made to support this rating.

5.4.4.3 Meets Standards - Work performance fully satisfies the required standards of performance in the specific area being evaluated.

5.4.4.4 Needs to Improve - Employee needs to improve to meet the required performance standards in the area being evaluated. Written comments must accompany individual ratings of Needs to Improve. An overall, Needs to Improve must be supported with documentation pursuant to Article 6 - Remediation Procedure, 6.2.1 through 6.2.3. The work performance is expected to become fully satisfactory and the immediate supervisor, in consultation with the unit member shall prepare an improvement plan to be in effect no longer than six (6) months at which time he/she will be reevaluated.

5.4.4.5 Unsatisfactory - Performance is below the required standard for the area being evaluated. The employee has failed to adequately improve in the areas previously rated need to improve and/or has failed to adhere to the plan for improvement devised under the guideline of Article 5.4.4.4 above. Continuation of an unsatisfactory performance shall require disciplinary action (suspension, demotion, or dismissal).

5.4.4.6 Meets Standards Administratively - When the employee has been previously rated Needs to Improve and no follow-up rating is submitted at the end of the six (6) month improvement plan period, as required in Article 5.4.4.4 above, the unit member is assumed to meet standards and shall become effective immediately. This will not affect the employee's anniversary date. In the case of a probationary employee, when no evaluation is presented prior to the end of the probationary period, the employee is assumed to Meet Standards and automatically becomes permanent.

5.5 Evaluation Form

5.5.1 All evaluations will be made on an approved form which will include, but is not limited to, the following items:

5.5.1.1 A designated space for the immediate supervisor's suggestions for improvement.

5.5.1.2 A designated space for the unit member's signature, including the statement: Your signature does not imply agreement with the evaluation, but is only intended to acknowledge receipt of your copy.

5.5.1.3 Included in a prominent place, the following statement: The unit member has ten (10) working days to attach a rebuttal pursuant to Article 5.3.4 and/or file a grievance pursuant to Article 5.3.3 of this agreement, if desired, prior to this evaluation being filed in the unit member's official personnel file.

5.6 Evaluation Conference

5.6.1 The immediate supervisor shall confer with the evaluated unit member on the subject of the evaluation. At the time of the evaluation conference, the immediate supervisor shall discuss the evaluation with the unit member and, if applicable, give suggestions for improvement and include those written suggestions on the approved evaluation form. The immediate supervisor may wish to reconsider or change his/her rating based on new information presented by the unit member during their conference. At the time of the evaluation conference, the immediate supervisor shall notify the unit member that he/she has ten (10) working days to attach a rebuttal, if desired, prior to the evaluation being filed in the unit member's official personnel file.

5.6.1.1 Evaluation forms shall be signed by both the evaluator and the unit

member. Signing of the evaluation form does not mean the unit member is in agreement with the evaluation, but shall signify that he/she has reviewed the evaluation and received a copy of it. One (1) copy of the evaluation shall be retained by the unit member, one (1) copy shall be retained by the evaluator, and one (1) copy shall be placed in the unit member's official personnel file.

5.7 Right to Appeal

5.7.1 Any unit member taking exception to the evaluation shall have the right to appeal to the next level supervisor.

5.7.2 Upon completion of an evaluation conference with his/her immediate supervisor, the unit member may request a follow-up conference with the immediate supervisor with representation present. The request must be submitted, in writing, to the immediate supervisor within five (5) working days of the initial evaluation conference and the subsequent conference must be scheduled within ten (10) working days of the request.

5.7.3 In the event a unit member receives an overall rating of unsatisfactory on his/her evaluation, the unit member may, within ten (10) days of the evaluation conference, appeal the substance of such notice to a panel consisting of two (2) members appointed by the District and two (2) members appointed by the Union. The panel appointees shall be persons who were not directly involved with the evaluation of the unit member. The panel shall, by majority vote, have the authority to rescind, modify, or sustain the unsatisfactory evaluation. In the event the panel deadlocks, the evaluation shall remain as written. The unit member shall have ten (10) working days after the panel issues its decision to attach a rebuttal, if desired, prior to the evaluation being filed in the unit member's official personnel file.

ARTICLE 6

REMEDIATION PROCEDURES

6.1 Just Cause and Due Process: The parties agree that remediation action requires just cause and due process that includes objective investigation.

6.2 Positive Progressive Discipline: The parties further agree that positive progressive discipline is the proper approach to employee discipline. Positive progressive discipline includes determining remedial and/or disciplinary measures that are appropriate and proportionate to the conduct.

6.2.1 Suggestions for improvement – Verbal discussion with the employee about suggestions for improvement. The supervisor may follow with a conference summary supporting the suggestions for improvement. It is the responsibility of the supervisor to record a log of the date and suggestions for improvement.

6.2.2 Informal Warning - Informal warning that work performance/behavior is not satisfactory. A memo memorializing this warning shall be provided to the employee but not placed in the employee's official personnel file. The memo becomes void fifteen (15) months from the date being memorialized. This memo must be signed by the employee as acknowledgment of receipt and not necessarily agreement. If an employee refuses to sign the memo, the supervisor will document the refusal.

6.2.3 Written Reprimand - Written reprimand to be placed in official personnel file, stating all of the following:

a. Incident (description of what occurred);
b. Reason for the reprimand;
c. Expected performance;
d. Consequences to expect if performance is not corrected or if a similar incident occurs.

6.2.4 Major warning - Could include suspension of five (5) days or fewer.

6.2.5 Major disciplinary action - Suspension for up to thirty (30) days, suspension pending termination, notice of change in status or termination.

6.3 Causes for Suspension, Demotion or Dismissal: A regular classified employee may be subject to disciplinary action for the causes listed in Merit Rule, Chapter 14 - Disciplinary Action and Appeal, 14.1.4.A.

6.3.1 An employee may be suspended immediately for up to two (2) days without pay by his/her immediate supervisor with the approval of the Superintendent or his/her designee.

6.3.2 Immediate suspension shall be for cause as listed in Merit Rule, Chapter 14 - Disciplinary Action and Appeal, 14.1.4.A when such suspension is necessary for the safety and/or best interests of students, parents, staff of the District, or the employee pursuant to Merit Rule, Chapter 14 - Disciplinary Action and Appeal 14.1.5.

6.4 Dangerous, Threatening or Illegal Actions: The parties further agree that the serious nature of the following actions or behaviors are exempt from progressive discipline and may require immediate and major discipline:

6.4.1 Any situation that poses an immediate danger to any person.

6.4.2 Any situation requiring outside intervention on an urgent basis, e.g., police, sheriff, or fire departments.

6.4.3 Any behavior that threatens harm.

6.4.4 Any illegal action or behavior.

ARTICLE 7

SAFETY CONDITIONS OF EMPLOYMENT

7.1 The District shall maintain and provide a safe work environment and safety equipment as defined by the standards in applicable State and Federal laws for the safe performance of assigned duties. When unsafe conditions are identified, the District shall repair them within a reasonable time to restore safety.

7.2 The District and the Union shall cooperate to eliminate accidents and health hazards, and the District shall maintain an advisory safety committee. The Union shall have the right to appoint two (2) representatives to such advisory safety committee. The advisory safety committee shall hold regular meetings. The committee shall advise and recommend to the District improvements and/or maintenance of the safety conditions and equipment for unit members. The District agrees to release unit members who are members of the advisory safety committee from their assigned duties, without loss of compensation, to attend advisory safety committee meetings when these meetings are held during the unit member's duty hours.

7.3 The District will maintain and provide first aid kits in all trucks used to transport unit members to work locations, in all cafeterias, and in the vicinity of shops where unit members regularly work.

7.4 The District shall make known to all unit members the location of potentially friable asbestos materials in District facilities. The District shall provide training and safety equipment to designated unit members who may have to work with friable asbestos materials. Unit members, who have not been provided the training and equipment, shall not be designated to work with friable asbestos materials.

7.5 Unit members must participate in their own safety by using and maintaining assigned safety equipment.

7.6 The parties are committed to following the District's Injury Illness Prevention Program (IIPP).

7.7 For the purpose(s) of safety, classifications designated by the District shall be required to wear uniforms and 16.8.2 shall apply.

ARTICLE 8

TRANSFERS

8.1 Definitions

8.1.1 A transfer is defined as the movement of a unit member from one work site to another work site (i.e., from Webster Elementary School to Grant Elementary School), or from one shift to another. A transfer may be affected by one of the following two (2) methods:

8.1.1.1 Voluntary transfers, which are initiated at the request of the unit member, or,

8.1.1.2 Administrative or involuntary transfers, which are initiated by the District.

8.1.2 A vacancy is defined as a merit position that has been vacated or newly created, and is not the result of an increase or decrease in assigned hours.

8.2 Voluntary Transfers

8.2.1 Permanent unit members, including those on Needs to Improve status or with current unsatisfactory performance evaluations may submit written requests to the Director of Classified Personnel for transfer to positions within their current classification at any time during the work year.

8.2.2 All vacancies as defined in Article 8.1.2 shall be posted at work locations for six (6) days.

8.2.2.1 When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to interview for transfer to unit members serving in the same class in the District. Unit members shall be granted a follow up meeting with the appointing supervisor upon request, to discuss a transfer denial.

8.2.2.2 Any unit member on leave during the period of the posting shall be mailed by first class mail or faxed a copy of the notice on the date the position is posted, provided that the unit member notifies the Director of Classified Personnel on the appropriate form of interest in applying for the specified vacant position prior to the commencement of the leave of absence.

8.2.2.3 A unit member on leave shall have the right to have any other unit member of the District file for transfer on his/her behalf during the unit member's leave.

8.2.3 Transfer applicants will be interviewed by the hiring administrator and/or designee who may make the appointment from among the transfer applicants and other eligible candidates subject to Board approval. Transfer applicants shall be considered based upon:

8.2.3.1 Special skills and qualifications;

8.2.3.2 Needs of the site and/or District;

8.2.3.3 Evaluations of the unit member; and

8.2.3.4 Years of service of the unit member to the District.

8.2.4 Unit members may withdraw a request for transfer at any time, provided the request

is submitted in writing.

8.3 Involuntary Transfers

8.3.1 The District may initiate a transfer in order to meet District needs. A unit member who is to be transferred may request a conference and a written statement from his/her immediate supervisor regarding the reasons for the transfer. The affected unit member may request to meet with the Assistant Superintendent, Human Resources to appeal the reasons for the involuntary transfer. Such requests must be submitted in writing to the Human Resources Department within ten (10) business days of notification of the transfer. The decision of the Assistant Superintendent, Human Resources shall be considered final and is not subject to grievance.

8.3.2 No disciplinary transfer of a unit member will be made except for just cause.

8.3.3 Unit members and the Union shall receive ten (10) business days' notice prior to any involuntary transfer except in case(s) of a District emergency.

8.3.4 If unit member(s) position(s) and/or classification(s) is/are to be contracted out by the District, the affected unit member(s) may be transferred to vacant position(s) for which they qualify.

8.4 Reassigned at Same Work Sites

8.4.1 A reassignment from one location to another location at the same work site is a transfer within the meaning of Article 8.1.1. Accordingly, the provisions of Article 8.3 are not applicable to such reassignments.

8.4.2 No unit member shall be reassigned arbitrarily or for punitive reasons. A unit member reassigned from one location to another at the same work site for more than ten (10) consecutive work days may request and receive a meeting with the next higher level administrator to review the reassignment. The decision of the higher administrator regarding any such review shall be final.

8.5 Transfer Under Special Circumstances

8.5.1 A unit member may request a transfer when special circumstances exist which affect the unit member's work performance. The District may initiate or the unit member may request the transfer when he/she has received a Needs to Improve or Unsatisfactory evaluation. The following procedure shall be observed:

8.5.1.1 The transfer must be transacted according to applicable procedures under Personnel Commission Rules and the Collective Bargaining Agreement.

8.5.1.2 The prospective supervisor will be informed of the Needs to Improve or Unsatisfactory evaluation and agrees to accept the transferee.

8.5.1.3 The new supervisor must submit a progress report to the Personnel Commission about the transferee not less than thirty (30) days and no more than sixty (60) days after the implementation of the transfer.

8.5.1.4 In evaluating the transferee during the thirty (30)- to sixty (60)-day period after the date of the transfer, the new supervisor may initiate an unsatisfactory report if no improvement is assessed of the transferee. This shall constitute the second or third notice of Needs to Improve and may result in disciplinary action.

8.6 Food and Nutrition Services

8.6.1 At least ten (10) business days prior to the first working day of each school year, each unit member shall receive written notice of their work site assignment.

8.6.2 Beginning with the first working day, the District shall have until the first Friday in October of each school year to balance and re-assign unit members to alternate work sites. The union and unit member shall receive written notice, no less than five (5) business days prior to the reassignment.

8.6.3 Effective the Monday following the first Friday in October of each school year, voluntary request to transfer shall be considered prior to implementing any involuntary transfers.

8.6.4 After considering all voluntary transfer requests, the District may implement involuntary transfers. The union and unit member shall receive written notice of the involuntary transfer no less than ten (10) business days prior to the reassignment. The unit member may appeal the involuntary transfer (as outlined in Article 8 – Transfers, 8.3.1, except in cases of a District emergency.* (*Emergency shall be determined by definition established in Merit Rules based on Education Code.)

8.6.5 Part time unit members who do not live in Malibu and receive an involuntary transfer to Malibu (or vice versa), shall be given a five percent (5%) differential for the period of time they are assigned to Malibu. If the unit member is transferred back to Santa Monica (or vice versa) the five percent (5%) differential shall be forfeited.

8.6.6 Beginning Monday following the first Friday in October of each school year, no unit member shall receive more than one (1) involuntary transfer notice per school year.

8.6.7 If the District determines that an emergency or special circumstance exists that necessitate any additional involuntary transfers in excess of those allowed in Article 8.6.1 through Article 8.6.6, the District shall meet with the union and discuss the rationale for the additional involuntary transfers.

8.7 Special Education

8.7.1 At least ten (10) business days prior to the first working day of each school year, each unit member whose work assignment will change shall receive written notice.

8.7.2 Starting less than ten (10) business days before the first working day, the District shall have until the first Friday in October of each school year to balance and re-assign unit members to alternate work sites. The union and unit member shall receive written notice, no less than five (5) business days prior to the reassignment.

8.7.3 Effective the Monday following the first Friday in October of each school year, voluntary request to transfer shall be considered prior to implementing any involuntary transfers.

8.7.4 After considering all voluntary transfer requests, the District may implement involuntary transfers. The union and unit member shall receive written notice of the involuntary transfer no less than ten (10) business days prior to the reassignment. The unit member may appeal the involuntary transfer (as outlined in Article 8 – Transfers, 8.3.1, except in cases of a District emergency.)

8.7.5 Part time unit members who do not live in Malibu and receive an involuntary transfer to Malibu (or vice versa), shall be given a five percent (5%) differential for the period of time they are assigned to Malibu. If the unit member is transferred back to Santa Monica (or vice versa) the five percent (5%) differential shall be forfeited.

8.7.6 If an additional involuntary transfer for an employee is necessary during the same school year, the District shall meet with the Union and discuss the rationale for the additional involuntary transfer.

8.7.7 An employee can be immediately transferred from a position that no longer exists to a position that exists.

ARTICLE 9

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.

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 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 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 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 signed by the attending physician 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 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.

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.

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 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.

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 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) days or 480 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 A terminating employee is limited to donating one (1) day 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 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.

ARTICLE 10

HOLIDAYS

(Revised effective July 1, 2021)

10.1 Scheduled Holidays

10.1.1 Subject to the limitations of this Article, the District agrees to grant unit members the following holidays:

New Year's Day*	January 1 (or 2nd – according to District calendar)
Martin Luther King Day	3rd Monday in January
Lincoln's Day*	2nd Monday in February
Presidents' Day*	3rd Monday in February
Cesar Chavez Day	Last Monday in March
Memorial Day	Last Monday in May
Juneteenth #	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Admissions Day*	September 9
Veterans Day*	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

*(See Article 10.1.4)

For the 2021-2022 school year, the Juneteenth Holiday will be granted on June 17, 2022.

10.1.2 In addition to the regularly scheduled holidays granted in 10.1.1 of this Article, the District agrees to grant unit members four (4) additional holidays which shall be scheduled annually by the District in a calendar to be adopted by the District and distributed to all unit members prior to July 1 of each fiscal year.

10.1.3 In addition to the regularly scheduled holidays granted in Article 10.1.1 and Article 10.1.2, bargaining unit members shall be granted one (1) floating holiday. This holiday may be taken at the unit member's discretion after receiving the written approval of his/her immediate supervisor.

10.1.3.1 If the District denies the request of the unit member to take a floating holiday on a specified date and if the request for the holiday is on a date at least thirty (30) calendar days prior to the end of the fiscal year, the unit member may propose three (3) alternate days within the succeeding thirty (30) calendar days for taking the floating holiday and the immediate supervisor shall select one (1) of the alternate dates. If the floating holiday is not used within this time period, it is forfeited.

10.1.4 The District reserves the right to designate other days during the year as holidays to which unit members are entitled in lieu of the holidays marked with an asterisk in Article 10.1.1, provided that such designated in lieu days will provide for at least a three (3)-day weekend. The holidays as designated by the District may be different days for different unit members or groups of unit members.

10.1.5 The District shall consult with the Union prior to final adoption of the calendar. It is not the intent of the District to negotiate a school calendar that will negatively impact the wages and workload of classified employees.

If the District declares school recesses in excess of eleven (11) days between the first and last dates of the duty year, unit members who are hired for less than twelve (12) months, must use fourteen (14) days vacation during the recess breaks.

Unit members who are in paid status by the second Monday in September, who are hired for less than twelve (12) months and who have not yet earned or been allocated fifteen (15) days vacation, may request and the District shall assign, the unit member to another site and/or department for work equal to the number of recess days minus eleven (11). The District shall determine the site and/or department assignment for the additional days of work. Employee(s) allocated less than fifteen (15) days vacation may use necessity days and or floating holidays to avoid unpaid days. Alternatively, employees may accept unpaid days. The intent of this provision is to provide unit members who are hired for less than twelve (12) months with the appropriate number of work days (i.e., ten (10) month, ten (10) month ten (10) days, eleven (11) month), exclusive of accrued vacation time, and is not intended to provide overtime pay, nor holiday pay except as otherwise required by this contract. Exceptions to the above provisions shall not occur without prior written approval from the Assistant Superintendent, Human Resources.

Notwithstanding this obligation, the District retains the exclusive authority to establish and implement the calendar.

10.2 Other Holidays

10.2.1 Any day declared by the President of the United States or the Governor of the State of California for a public fast, Thanksgiving, or holiday, shall be a paid holiday for unit members as required by law.

10.3 Holiday Eligibility and Pay

10.3.1 Unit members shall be entitled to the holidays specified in 10.1 and 10.2 of this Article provided they are in paid status during any portion of the working day immediately preceding or succeeding those holidays.

10.3.2 A holiday which falls within a unit member's approved vacation period will not be charged as vacation.

10.3.3 All unit members who are not normally required to perform services during any District-calendared student recess period will be paid for the designated holidays which fall within those periods if they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

10.3.4 Unit members who normally work a non-standard work week (i.e., Tuesday through Saturday) except Physical Activities Specialists (see Article 19, Special Provisions, 19.6) whose work schedule permits, may be given the option to take the day preceding or following the designated holiday or a day in the same week with the approval of their immediate supervisor.

10.4 Holiday Pay

10.4.1 When a unit member is required to work on any of the above-stated holidays, he/she shall be paid compensation or given compensatory time off for such work in addition to the regular pay received for the holiday at the rate of time and one-half the regular rate of pay.

10.4.2 Compensatory time off may be requested by the unit member and may be granted by the District in lieu of pay for any overtime work.

10.4.3 When either standby or call-back time, as defined in Article 4 - Hours of Employment, 4.5.1, 4.5.2, or 4.5.3, is required by the District on a holiday, pay allowances shall be made at the rate of one and one-half (1-1/2) times the regular rate of pay times the number of hours worked plus the unit member's regular rate of pay.

10.4.4 Nothing herein is meant to establish premium pay for holiday work, except as expressly stated in this Article.

10.4.5 Holiday pay or provisions, where applicable, for regular part-time unit members shall be supplied in the ratio of the number of hours his/her regular assignment bears to an eight-hour work day and to twelve (12) months per year.

10.5 Holidays on Saturday or Sunday

10.5.1 If a holiday listed in Article 10.1.1 above falls on a Sunday, the following Monday is to be observed as the holiday. If a holiday listed in Article 10.1.1 above falls on a Saturday, the preceding Friday is to be observed as the holiday.

ARTICLE 11

VACATION

11.1 Ratio for Earning Vacation

11.1.1 After six (6) months of continuous employment, unit members shall be allowed vacation figured from the date of employment with the District at the rate of:

11.1.1.1 one (1) day per month of employment through five (5) years;

11.1.1.2 one and one-fourth (1-1/4) days per month of employment from six (6) through ten (10) years;

11.1.1.3 one and one-half (1-1/2) days per month of employment from eleven (11) through fourteen (14) years;

11.1.1.4 one and three-fourth's (1-3/4) days per month of employment from the fifteenth (15th) through the nineteenth (19th) year;

11.1.1.5 two (2) days per month of employment beginning with the twentieth (20th) year and continuing each year thereafter;

11.1.1.6 In addition to Article 11.1.1.1 through Article 11.1.2, effective January 1, 2002, the District will allocate one (1) additional vacation day per year to all eligible classified employees.

11.1.2 Unit members working part time shall receive pro-rated vacation in proportion that the number of hours worked per day bears to eight (8) and the number of days worked per month bears to full-time employment.

11.2 Vacation Procedures

11.2.1 Unit members may take vacation days only after securing advance approval from their immediate supervisor.

11.2.2 Probationary unit members who have been with the District less than six (6) months may be required, at the discretion of their immediate supervisor, to take their vacation at winter and spring recess, even though they may be short of having earned the number of days used in those periods.

11.2.3 Persons separating from the classified service prior to the completion of six (6) months of continuous employment shall receive no vacation credit. Those who have been allowed or required to take vacation days will be docked for those days at the time of separation.

11.2.4 Permanent unit members shall receive payment for the unused portion of their earned vacation upon separation from service.

11.2.5 Unit members employed on a nine (9), ten (10), or eleven (11) month basis will normally take all or part of their vacation during the vacation period at winter and spring recess unless their immediate supervisor schedules them otherwise. Unit members who are employed for nine (9), ten (10), or eleven (11) months and who have accrued more vacation than days in the winter and spring recesses shall be paid at the conclusion of the fiscal year for any accrued but unused vacation credit.

11.2.6 All vacation earned in a school year for a twelve (12) month unit member must be taken during the term of employment that school year or within the term of employment the following year. If the employee does not schedule his/her vacation in a timely manner, the immediate supervisor may assign the accrued vacation time.

11.2.7 Effective July 1, 2002, any unused accrued vacation days which exceed the maximum of vacation accrual as specified in the contract, shall be paid to the unit member at his/her current rate of pay. This does not include vacation days accrued in prior years.

11.2.8 Authorized holidays occurring during the vacation period shall be counted as holidays and not vacation time.

11.2.9 The supervisor in charge shall set up a vacation schedule and unit members with the most seniority shall receive first choice of times available. An annual schedule of available times, for the following fiscal year, shall be posted by December 1. No time requested will be unreasonably restricted. Unit members shall have thirty (30) calendar days to review the schedule. During this time the Union may elect to meet and confer with the District regarding vacation schedules. Vacation requests (first and second choices) shall be submitted for approval by February 1. Supervisors shall respond to all requests by February 10 and a master schedule will be posted Vacation requests can be changed with prior notice and provided they fit in with the master calendar.

11.2.10 The minimum time which can be taken against vacation time is two (2) hours. Any period less than that must be treated as leave time under other provisions of this agreement or shall be considered an unauthorized absence.

11.2.11 In addition to the provisions of Article 11.2.5, the parties agree that if the District intends to close work sites where unit members are employed during the school recess period following December 25, the District shall provide notice to twelve (12)-month unit members of such closure at least thirty (30) days prior to such closure. Provided that unit members notify the District at least twenty-one (21) days prior to such closure that they desire to work, the District shall find alternate work for such unit members who desire to work during such period. Under such conditions, the unit member will be assigned work during the closure period and shall continue to earn salary at their then current level of pay. However, the job location may not be the unit member's regular work site, and the duties assigned to the unit member may be such alternate work as deemed appropriate by the District. A unit member who is on such required vacation shall be charged with vacation or, if available, compensatory time-off, and if no such paid time is available, leave of absence without pay.

11.2.12 If any unit member suffers an illness while on vacation that would otherwise qualify for sick leave, the unit member may convert the days that he/she was ill from vacation days to sick leave days. A request for conversion must be made in writing to the unit member's immediate supervisor within two (2) days after the unit member returns to work. The District reserves the right to request and receive written medical verification of the illness.

11.2.13 If any unit member sustains a death in his/her immediate family while on vacation that would otherwise qualify for bereavement leave, the unit member may convert the days that would otherwise qualify for bereavement leave from vacation days to bereavement days. A request for conversion must be made in writing to the unit member's immediate supervisor within two (2) days after the unit member returns to work. The District reserves the right to request and receive written verification of the death.

ARTICLE 12

STEWARDS

12.1 Intent

The Union and District agree that the role of the Chief Steward and Shop Stewards is to enhance communication with unit members, solve problems in a win/win approach, and act as a liaison between the Union and District. The SEIU Chief Steward and SEIU Shop Stewards also provide representation to SEIU unit members in meetings which are disciplinary in nature. At the beginning of each school year, SEIU shall provide to the District a list of all Shop Stewards and shall notify the District of any changes to that list.

12.2 Release Time

A total computed, recorded time of three hundred (300) hours per school year shall be allowed SEIU stewards to use for meetings or direct services to unit members. All time off the job shall be requested from the supervisor forty-eight (48) hours in advance unless an emergency situation exists. The supervisor shall not unreasonably deny the request. Use of such leave time should not interfere with the unit member's ability to perform his/her assigned duties. The District will be responsible for recording and maintaining all stewards' accrued release time. At the end of the school year the District will list hours used and the Union will reimburse the District an established hourly rate (Range 30A hourly, M & O salary schedule) for the hours used in excess of one hundred (100) hours used. Release time for Union-sponsored meetings will not be normally granted between the hours of 9:00 a.m. and 3:00 p.m.

The District and SEIU agree to make every effort to resolve all issues at the lowest possible level. The District shall provide advance notice that a meeting may be disciplinary in nature. Unit members have the right to representation by the Chief Steward or a Shop Steward at a disciplinary meeting. Unit members may request the Chief Steward or a Shop Steward of their choice to represent them at disciplinary meetings. When requested, a Shop Steward shall request release time from her/his supervisor. If such release time is not granted at that specific time because of the needs of the District, the requested Shop Steward may ask to reschedule the meeting expediently, within contractual deadlines, and at a time when the requested Shop Steward is available. If the requested Shop Steward is not available within contractual deadlines, it is the responsibility of the unit member to request and retain another representative.

12.3 Release Time for Chief Steward

If requested by the Union, a union designated representative, known as the Chief Steward, shall be granted up to one hundred percent (100%) release time without loss of compensation, for Union business. On a quarterly basis, the District shall bill the Union for fifty percent (50%) of the cost of the total compensation for the Chief Steward at the benchmark range set at, 42 or current range, whichever is higher.

12.4 Retained Rights and Seniority

The Chief Steward shall continue to accrue seniority in his/her highest former classification and shall retain all bumping rights pursuant to the Merit Rules, Chapter 13 - Seniority, Layoff, Displacement and Reemployment, 13.1 through 13.4.1.

12.5 Supervision

The Chief Steward shall be supervised by the SMMUSD Local Chapter-Steward Council (which includes the SEIU Field Representative.) The SEIU Local 99 Field Representative organizer shall be the rater on the performance evaluation with input from the SMMUSD

Steward Council and the Superintendent or his/her designee.

12.6 Renewal

Release Time for Chief Steward**,** under Article 12.3 above, shall continue for the term of the agreement.

12.7 Chief Steward - Retained Rights as a Unit Member

As a unit member, the Chief Steward is covered by the collective bargaining agreement, Merit Rules, and all other applicable District rules and policies.

ARTICLE 13

GRIEVANCE PROCEDURE

13.1 Purpose:

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance. Both parties have an interest in resolving the issues at the lowest possible level.

13.2 Definitions

13.2.1 Grievance: An allegation by a grievant that there has been a misinterpretation, a misapplication, or a violation of the specific provisions of this agreement and this complaint has not been resolved satisfactorily in an informal manner between the unit member and his/her immediate supervisor.

13.2.2 Grievant: An individual unit member covered by the terms of this agreement who alleges a grievance. Wherever the term grievant is used, it means grievant or grievants, depending on whether there are one or more aggrieved parties.

13.2.3 Employee: An individual unit member covered by the terms of this agreement, which may mean one or more employees, as appropriate.

13.2.4 Day: A day in which the District administrative offices are open for business.

13.2.5 Immediate Supervisor: The supervisor having immediate jurisdiction over the grievant.

13.2.6 Board: The Board of Education.

13.3 Matters Subject to Grievance Procedure

13.3.1 Any misinterpretation, misapplication, or violation of specific terms of this agreement may be grieved.

13.3.2 Matters under this agreement shall only be grieved through this article. Matters outside of this agreement are not grievable under the terms of the agreement, but are grievable under the Merit Rules if they meet the criteria of Merit Rules, Chapter 16 – Grievance Procedure, 16.1.

13.4 Responsibilities

13.4.1 The Union is responsible for upholding the language and terms of this agreement, protecting due process, and, when requested by a unit member in a timely manner, helping with the preparation of documents.

13.4.2 The District has the responsibility to inform the employee of any limitation to its authority to fully resolve the grievance and is also responsible for supplying the employee with the necessary information to process his/her grievance. If the District returns the grievance to the employee, the District must provide a written statement of the reason for the return and, if the grievance had been filed in a timely manner, the corrected grievance must be resubmitted within ten (10) days of the original deadline.

13.4.3 The grievant has the responsibility, on a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) of the agreement violated, and the specific remedy requested.

13.5 Waivers and Time Limits

13.5.1 Failure by the District to reply to the employee's grievance within the time limits specified automatically grants the employee the right to process the grievance to the next level.

13.5.2 The time limits specified at each level in the grievance procedure shall be considered to be maximums and efforts must be made by both parties to meet these limits. Any level of review, or any time limits established in this procedure may be waived or extended by mutual agreement that is confirmed in writing.

13.5.3 Failure by an employee to appeal from one level to the next, within the time limits established by this procedure shall cause the grievance to be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal for reconsideration.

13.5.4 The grievance, by mutual agreement of the parties, may revert to a prior level for reconsideration.

13.6 The Parties' Rights and Restrictions

13.6.1 Only a party selected by the employee and made known to the District prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.

13.6.2 The employee has the right to a formal grievance hearing at his/her request. Grievance meetings can be waived by mutual agreement between the District and the employee.

13.6.3 The Union representative has the right, when requested by the unit member, to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of this agreement.

13.6.4 When the Union representative elects to attend any formal grievance meeting, she/he must inform the District prior to such meeting.

13.6.5 No reprisals of any kind will be taken by the Superintendent or any member or representative of the administration or the Board or Personnel Commission against the grievant or any representative of the grievant by reason of her/his bringing a grievance or participating in a grievance; nor shall any reprisals of any kind be taken by the Union or any members or representatives of the Union against either the grievant or the District or any unit member in the grievance procedure by reason of such participation or decision.

13.6.6 Only District employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid District time.

13.7 Procedures

13.7.1 Informal Level

13.7.1.1 An informal grievance shall be communicated to the employee’s immediate supervisor within ten (10) days after the grievant knew or should have known of the event giving rise to the grievance.

13.7.1.2 Prior to filing a formal grievance, the grievant shall attempt to resolve the grievance by at least one scheduled informal resolution conference(s) with his/her immediate supervisor. The informal resolution conference(s) may include participation by other parties.

13.7.1.3 The immediate supervisor must schedule and shall attempt to hold an

informal resolution conference with the grievant within ten (10) working days of the communication per 13.7.1.1

13.7.2 Formal Level

13.7.2.1 Level One

13.7.2.1.1 If the grievant determines that the grievance has not been resolved at the informal level, he/she may file a formal grievance. If the grievant chooses to file, it must be filed in writing on the District prescribed form within ten (10) days after the informal resolution conference(s) with the immediate supervisor.

The following statements must be included on the prescribed District form:

a. The nature of the grievance;

b. How the unit member was adversely affected;

c. The specific section of the contract allegedly violated;

d. The specific remedy sought by the union member to resolve the grievance.

13.7.2.1.2 Three (3) copies of the grievance form will be completed by the unit member. The unit member will submit two copies to her/his immediate supervisor and retain the third copy.

13.7.2.1.3 The immediate supervisor will communicate her/his decision to the unit member in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

13.7.2.1.4 A grievance meeting will be held within the above time limits at the written request of either the grievant or the immediate supervisor.

13.7.2.2 Level Two

In the event the grievance is not resolved at Level One, the grievant may appeal the decision to the Superintendent or his/her designee within ten (10) days after receiving the response at Level One. This statement shall be submitted on a copy of the original grievance form on which the supervisor has written her/his decision. The grievant may wish to submit additional material or may check the box on the form indicating the wish to have it forwarded, as is, for appeal.

13.7.2.3 Level Three

Mediation: Grievances which are not resolved pursuant to procedures of Level Two shall be subject to mediation. The Union shall notify the District of its intent to proceed to mediation within ten (10) days after the conclusion of Level Two. A mediator, from the State Mediation and Conciliation Service (SMCS) shall be agreed upon by both parties within ten (10) days after submission to Level Three. If the parties fail to agree on a mediator, a request for a mediator shall be submitted to the SMCS by either party or jointly.

13.7.2.4 Level Four

In the event the grievance is not resolved at Level Three, the grievant may request that the Union submit the grievance to binding arbitration. The Union shall notify the Superintendent in writing within ten (10) days after the conclusion of Level Three, if the grievance is to be submitted to arbitration.

13.7.2.4.1 The Union and the District shall attempt to reach agreement upon an arbitrator. If no agreement can be reached within ten (10) days, they shall request the California State Conciliation Service to supply a listing of five (5) names of persons who are experienced in arbitration. Within ten (10) days, each party shall alternately strike names until only one (1) name remains. The remaining name shall be the arbitrator. The order of striking shall be determined by lot.

13.7.2.4.2 Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Agreement may be submitted to arbitration. The decision of the arbitrator shall be binding on the Union and the District. The award of the arbitrator cannot require legislative action by the Board, including but not limited to setting Board Policy and determining the District budget, and/or cannot require the hiring of additional staff and/or will not have the power to amend, change, add to, subtract from, or modify the terms of this agreement.

13.7.2.4.3 If the award of the arbitrator does require any of the above actions and the Board decides not to act on that award within sixty (60) days, the arbitrator's decision shall have no effect, and the Union may seek judicial remedies before a court or competent jurisdiction.

13.7.2.4.4 The fees and expenses of the arbitrator and the hearing shall be borne by the party which loses the decision of the arbitrator. In case of dispute relative to which party is the loser, the arbitrator shall decide.

13.7.2.4.5 Prior to a hearing by an arbitrator, a representative of the District and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the District and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

ARTICLE 14

NON-DISCRIMINATION

14.1 Pursuant to applicable laws, there shall be no discrimination by the Union or the District against any unit member on account of race, color, religion, sex, national origin, disability, age, genetic information, sexual orientation and identity or for non-work-related activities which have no bearing upon the unit member's effectiveness as an employee.

14.2 Any grievance based in whole or in part upon alleged discrimination under Article 13 - Grievance Procedure, shall not be subject to arbitration, unless the Union and District so agree, in writing, and unless the grievant or grievants execute a waiver of other statutory rights satisfactory to the Union and the District.

ARTICLE 15

PERSONNEL FILES

15.1 Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for inspection by the unit member or his/her certified representative with the written consent of the unit member.

15.2 Such materials shall not include ratings, reports, or records which were obtained prior to the employment of the person involved, were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination.

15.3 Except for materials mentioned in Article 15.2, no derogatory statement regarding the work performance and/or conduct of a unit member shall be placed in his/her personnel file until the affected unit member is given notice and an opportunity to review and comment on the material. The review shall take place during business hours and the unit member shall receive reasonable release time for the purpose of reviewing said material. Materials proved to be false shall be removed. The unit member shall have the right to have his/her own written comments attached to any such statement.

15.4 Except as provided in Article 15.2 and Article 15.3, every unit member shall have the right to inspect materials in personnel files at reasonable times and reasonable intervals, when the unit member is not actually required to render services to the District.

15.5 The District agrees that it will not use in any disciplinary proceeding, a written warning issued to a unit member, if the unit member remains within the employ of the District for three (3) years after receiving the written warning and receives no other written warning within that time. This provision is not applicable to evaluations or written warnings for serious conduct (such as conduct endangering students, the public or other employees), which may be used in any disciplinary proceeding.

ARTICLE 16

WAGES

(Revised effective July 1, 2021)

16.1 Compensation Package

16.1.1 The District will contribute an amount equal to 1.61% of SEIU payroll to cover the cost of a group disability insurance plan for all bargaining unit members. If during the term of this agreement, the cost of the group disability plan increases, the District will increase its SEIU payroll to match the percentage increase.

If a group disability plan with a cost less than 1.61% of SEIU payroll is approved, the balance of the District's contribution will go toward an across-the-board salary increase for all bargaining unit members.

16.1.2 The schedule of pay for each class indicated in the Appendices represents the standard rate of pay for full-time employment, unless in the provisions of the appendices it is specifically indicated that the rate is for part-time service. Unit members who work less than full time shall receive pay in the proportion the number of days worked per month bears to full-time employment and number of hours worked per week bears to forty (40).

16.1.3 Effective July 1, 2021, a 10% on-schedule wage increase to base pay.

16.1.4 Classified employees shall earn a matching TSA contribution of $100 per year for part time employees (less than 6 hours), and $200 a year for full time. It is understood that this definition of a *"part time employee"* applies only to the payment of the TSA benefit.

16.1.5 Beginning with the 2019-2020 school year, no unit member shall be paid at an hourly rate less than the minimum wage. Unit members who would be placed at a step where the hourly rate is below this amount shall be placed at the step where the wage is at least the minimum wage. If a unit member is at a range where the top step (Step F) is less than the minimum wage then that unit member shall be placed at Step F but paid the minimum wage.

16.2 Initial Placement

16.2.1 All new unit members shall be appointed at the hiring rate for the class as approved by the Personnel Commission. The hiring rate shall be the first (1st) step of the schedule. A hiring step higher than the first (1st) step may be set with the approval of the District and the Personnel Commission at any step of the schedule of the class. Each unit member who is employed in a regular classified position shall, upon completion of six (6) months of satisfactory service, be designated as permanent.

16.3 Step Advancement

16.3.1 Upon entering employment on Step A, each regular classified unit member, after satisfactory completion of the first six (6) months in a permanent position, shall advance to the next step on the appropriate range of the salary schedule. Thereafter, he/she shall advance one (1) step on the salary schedule upon completion of each year of continuous and satisfactory service until the maximum salary is reached.

16.3.2 Upon entering employment on Step B or higher, each regular classified unit member shall advance to the next step on the appropriate range of the salary schedule after the completion of one (1) year of satisfactory service and in one (1)-year increments thereafter until the maximum salary is reached.

16.3.2.1 The parties agree that there shall be a single classified salary schedule upon which all unit members shall be compensated.

16.3.3 Salary advancement shall be computed only on the first (1st) of each calendar month. When an anniversary date falls on or before the fifteenth (15th) of the month, the increment shall be figured on the first (1st) of the month. When the anniversary date falls after the fifteenth (15th) of the month, the increment shall be figured the first (1st) of the following month.

16.4 Advanced Step Placement:

A unit member may request or be recommended for Advanced Step Placement within the first sixty (60) working days during the probationary period. If the unit member is granted Advanced Step Placement, the salary rate shall be retroactive to the date of entry into the classification.

16.4.1 Unit members being promoted may be offered advanced step placement upon the supervisor's request. This request shall be supported by at least one of the following criteria:

a. Unit member was originally hired in an entry level classification in which Advanced Step Placement was not offered; and/or

b. Recruitment difficulty as evidenced by failure to obtain a rank of three (3) through the testing process, or a lack of qualified applicants as determined by the Director of Classified Personnel.

16.5 Salary on Promotion

16.5.1 When a unit member is promoted to a position in a higher salary range, he/she shall receive the next higher dollar amount above his/her present rate of pay, but not less than the minimum of the new salary range. If that amount is less than a one (1) step (5%) increase, the unit member shall be placed at the next higher step over that authorized above.

16.5.2 Some unit members promoted at step A shall advance one (1) step after satisfactory completion of a six (6) month probationary period. Therefore, he/she shall receive regular annual salary increments in accordance with Article 16.3.

16.5.2.1 A unit member promoted at step B or higher, shall advance one (1) step after satisfactory completion of one (1) year of service, which includes a six (6) month probationary period. Thereafter, he/she shall receive regular annual salary increments in accordance with Article 16.3.2.

16.5.3 When it is to the unit member's financial advantage to retain his/her regular anniversary date, it shall be retained. When it is to the unit member's disadvantage to retain his/her anniversary date, the date he/she is promoted to the higher class shall become his/her new anniversary date. If a unit member's new step is the last step on the new salary range, his/her anniversary shall not change because of the promotion.

16.6 Shift Differential Pay

16.6.1 When a unit member is assigned to a regular position requiring four (4) hours or more of service after 5:00 p.m., he/she shall be paid at a rate five percent (5%) higher than the rate for daytime unit members in that class.

16.6.2 When a unit member is assigned to a regular position requiring four (4) hours or more of service after 12:00 a.m., he/she shall be paid at a rate ten percent (10%) higher than the rate for daytime unit members in that class.

16.6.3 Unit members assigned to night work on a continuous basis who are ordered to temporary daytime work shall suffer no reduction in compensation by reason of the change.

On the twenty-first (21st) consecutive working day, the unit member shall revert to the daytime rate.

16.7 Longevity Increments

Effective January 1, 1999, each unit member shall receive a five percent (5%) salary increase upon the completion of seven (7) years of service and every five (5) years thereafter (i.e., 1st increment after seven (7) years; 2nd increment after twelve (12) years; 3rd increment after seventeen (17) years; 4th increment after twenty-two (22) years; and 5th increment after twenty-seven (27) years).

16.8 Miscellaneous Provisions

16.8.1 Use of Personal Vehicles:

Any unit member who has not previously used a personal vehicle, for District business, shall be required to use a personal vehicle for District business only by mutual consent. When unit members may be required to use a personal vehicle for District business, they will be so notified at the time of hire. Any unit member who is required by his/her supervisor to use his/her vehicle for District business shall be reimbursed at the same rate paid other District employees and approved by the Board.

16.8.2 Uniforms:

For any unit member required to wear a uniform (see Article 7), the District shall provide the uniform to the unit member. Damaged District uniforms shall be replaced or repaired by the District.

16.8.3 Medical Exams:

The District agrees to provide the full cost of any medical, psychological, or psychiatric examination required by the District. However, if reimbursement is available to the unit member under provisions of the health benefits plan, the District shall not be obligated for any payment.

16.8.4 Liability Insurance:

The District agrees to provide liability insurance as required by the California Education Code.

16.8.5 Bilingual Differential:

Unit members shall receive a five percent (5%) salary differential when the following criteria are met: (1) there is a demonstrable need, as determined by his/her immediate supervisor, for bilingualism because the unit member is frequently required to converse with students and/or members of the public who cannot speak English; or (2) unit member's work assignment is based on the unit member's bilingual skill; and (3) the unit member has demonstrable skill in speaking the language of such students and/or members of the public.

16.8.5.1 Unit members receiving bilingual differential pay must pass the oral section of the Bilingual Instructional Assistant exam.

16.8.5.2 Frequent use for the purpose of determining demonstrable need will be defined as repeated or consistent use of the language on an almost daily basis.

16.8.5.3 Unit members who are granted bilingual differential pay will not forfeit that pay when accepting a change in assignment, but shall be required to use the second language skill upon request.

16.8.5.4 Appeals related to Article 16.8.5 (Bilingual Differential) shall be referred to the Assistant Superintendent, Human Resources for a final decision.

16.8.5.5 Any request for a Bilingual Differential shall be submitted in writing to the Director of Classified Personnel, and shall describe in detail how the criteria set forth in Article 16.8.5 are met. The Director of Classified Personnel shall notify the unit member in writing of his/her decision within ten (10) working days of his/her receipt of the request. If the differential is awarded, it will not be retroactive. The decision of the Director of Classified Personnel shall not be subject to the grievance procedure set forth in Article 13 - Grievance Procedure.

16.9 Special Reimbursements

Reimbursement of expenses required for employment incurred by unit members will be made for the procurement of California driver's licenses excluding Class C or M licenses.

ARTICLE 17

HEALTH AND WELFARE BENEFITS

17.1 General

17.1.1 All current unit members must enroll in one of the District-approved medical and dental plans through the Public Employee Retirement System (PERS) 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. 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.

17.1.2 The District's obligations under this Article are limited to payment for the coverage as provided below. All terms and conditions of the various programs available pursuant to this Article will be according to the carrier's respective plans and are to be resolved between the carrier and the unit member. Any disputes with respect to the carrier's administration of such programs are not the responsibility of the District and are not subject to the grievance and arbitration procedures of Article 13 - Grievance Procedure of this Agreement.

17.2 Full-Time Employees

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, and nine (9) or more months per year.

17.2.2 The District will provide full coverage for unit members and their eligible family members in any one of the PERS approved HMO plans. Alternatively, the District will provide full single party coverage in PERS Choice (fee for service plans). For employees who choose single party coverage under PERS CARE, the District will contribute an amount equal to the cost of single party coverage under the Kaiser Health Plan. For employees who choose two-party PERS CARE or PERS Choice coverage, the District will contribute an amount equal to the cost of two-party coverage under the Kaiser Health Plan. For employees who choose family PERS CARE or PERS Choice coverage, the District will contribute an amount equal to the cost of family coverage under the Kaiser Health Plan. The unit member will be responsible for any difference in cost.

17.2.3 The District will provide full coverage for unit members and their eligible family members under either Delta Dental or Private Medical Care Inc. (PMI) dental plans. Delta Dental will be broken down into three (3) rate tiers, single, two-party and family.

17.2.4 Unit members who are covered in another group insurance plan (for example, through a spouse's plan) may waive medical coverage and receive a salary supplemental payment in the amount of $1,200 per year. In addition, unit members may waive dental coverage and receive a supplemental payment of $300 per year. Supplemental payments in lieu of either medical and/or dental coverage shall be made, whenever feasible, in ten (10) equal installments.

17.2.5 Effective July 1, 1998, a vision insurance program will be provided for each full-time employee at a cost not to exceed $60 per year, and for each part-time employee at a prorated rate which is the same as the employee's medical/dental program.

17.2.5.1 Effective July 1, 2002, the Union and District agree that the District will add a dollar amount necessary to provide a more effective vision care plan, not to exceed an additional $4 per employee per month above and beyond what is currently being expended.

17.2.6 With the exception of employees who waive medical or dental coverage as described above, the District will no longer make supplemental benefit contributions to, or on behalf of, unit members.

17.2.7 The coverages and contributions set forth above, shall apply to full-time employees hired before July 1, 2014, and for all part-time (less than 0.875 FTE) regardless of hire date. For full-time (0.875 FTE and above) employees hired on or after July 1, 2014, the District shall pay 95% of the lowest HMO premium.

17.3 Part-Time Employees

17.3.1 For purposes of this Article, except as stipulated in 17.3.6, part-time employees are unit members who work between twenty (20) and thirty-four (34) hours per week, but less than thirty-five (35) hours per week.

17.3.2 It is agreed that unit members who worked four (4) or more hours per day prior to September 19, 1977, shall continue to receive benefits in an amount equal to seven (7) and eight (8) hour unit members. However, unit members who worked four (4) or more hours per day before September 1977, and are assigned less than four (4) hours per day, shall not be covered by the grandfather clause and, therefore, shall not be entitled to benefits in an amount equal to seven (7) or eight (8) hour unit members.

17.3.3 Part-time employees who were employed as of June 30, 1992, will receive full single-party coverage in any HMO plan described in Article 17.2.2 above and full single-coverage in either Delta Dental or PMI dental plans.

17.3.4 For part-time unit members who were employed as of June 30, 1992, and who select two-party or family coverage or choose PERS CARE coverage, the District will contribute a pro-rata share of the cost of the premium which would be paid on behalf of a full-time employee. The pro-ration shall be based upon the ratio, the number of hours worked bears to forty (40), and the number of months worked. Similarly, for unit members who choose two-party or family Delta Dental coverage, the District will contribute a pro-rata share of the cost of the premium. The difference between the amount contributed by the District and the actual premium will be the obligation of the employee.

17.3.5 For part-time unit members who are hired after June 30, 1992, the District will contribute a pro-rata share of the premium costs which would be paid on behalf of a full-time employee. The pro-ration shall be based upon the ratio the number of hours worked bears to forty (40) and the number of months worked.

17.3.6 Part-time unit members who waive medical and/or dental coverage(s) will receive a pro-rata share of the supplemental payments that a full-time unit member would receive, as outlined in Article 17.2.4 above. The pro-ration shall be based upon the ratio the number of hours worked bears to forty (40) and the number of months worked.

17.3.7 The District shall, on and after March 1, 1988, contribute an amount, not to exceed the single-party PMI monthly premium for each unit member working three (3) or more hours per day, with at least five (5) consecutive years of service, who does not otherwise qualify for health and welfare benefits under Article 17.1 toward the cost of single-party coverage under the PMI dental insurance program. It will be the unit member's obligation to register with the Payroll Department for enrollment in the

program. Commencing October 1, 1989, through September 10, 1990, the District's contribution shall be equal to the PMI premium. Subsequent years' contributions shall be determined through negotiations.

17.3.8 Except as indicated in Article 17.3.6 above, unit members who work less than twenty (20) hours per week shall not be eligible for any of the benefits enumerated above.

17.4 Retirees

17.4.1 For retirees under age sixty-five (65), the District will pay the full cost of single-party HMO premium for one of the approved HMO's listed in Article 17.2.2 above, and the full cost for single-party coverage under either Delta Dental or PMI dental plans. If the retiree selects PERS CARE, or two-party or family coverage, the District will contribute an amount equal to the cost of single-party coverage under the Kaiser Health Plan, and the retiree will be responsible for any difference.

17.4.2 For retirees over age sixty-five (65), the District will contribute $16 per month toward the cost of group medical insurance (Medicare Supplement) for the life of the retiree.

17.4.3 Retirees are not eligible for supplemental payments if they choose to waive the benefits described above.

17.5 EASE Program

17.5.1 The District shall contribute an amount not to exceed $10.20 per year to enroll each permanent classified employee in the Employee Assistance Service for Education (EASE) program which will offer unit members confidential professional counseling and referral services for a wide range of problems including alcohol and drug abuse.

17.5.2 Purpose

The purpose of the program is to provide unit members with the information, resources and opportunities to resolve personal family and work problems before job performance is affected. Unit members remain personally accountable for their job performance and for their compliance with the work rules established by Personnel Commission Merit Rule, Chapter 16 - Grievance Procedure, 16.1.4.

17.5.3 It is understood by the parties that the District will not contribute more than $10.20 per year, for each unit member, during the 1992-93 school year. If, at any time, the required contribution exceeds $10.20 per year for each unit member, the District may, at its sole discretion, either increase its contribution or withdraw from the EASE program.

17.6 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.

17.7 Group Disability Plan

17.7.1 The District and the Union shall work collaboratively in the selection of the Group Disability Insurance Plan.

17.7.2 At least ninety (90) days prior to the expiration or as soon as cancellation or non-renewal notice is given by the current Group Disability Insurance Plan carrier, the District shall notify the Union of such pending expiration or cancellation.

17.7.3 The Union may submit plan specifications and/or the name of potential vendors/carriers to be included in the bidding process.

17.7.4 The results of the bidding process will be shared with the Union prior to submission to the Board for its approval.

ARTICLE 18

PROFESSIONAL GROWTH PROGRAM

18.1 Purpose

The purpose of the Professional Growth Program is to provide educational and training opportunities for unit members to acquire and refine job related skills and abilities that will result in employees' providing the highest quality service to the District within their current job classification and to enhance unit members' promotional opportunities within the Classified service. The Program will reward unit members with additional compensation for continued growth and development in their positions.

18.2 Eligibility

All permanent unit members shall be eligible to participate in the Program; however, a salary increment will not be awarded until the unit member has completed two (2) continuous years of service as a regular employee.

18.3 Approval

18.3.1 It is the responsibility of unit members to request and file approval forms for Professional Growth credit and submit all documents required for verification of course credit. Documentation must include a detailed course description and/or syllabus describing the course content.

18.3.2 Professional Growth Program approval forms are obtained from and returned to the Human Resources Department. Unit members should complete and submit their approval forms prior to beginning their course of study.

18.3.3 Course approval is granted by the Assistant Superintendent, Human Resources and is subject to review by the Superintendent or designee, if so requested by the unit member. If a unit member elects to participate in the program without receiving prior approval she/he assumes the risk of not receiving Professional Growth point credit. Approval or disapproval of requested course credit and/or hours shall be made within fifteen (15) work days of the submission of the request to the Human Resources Department.

18.4 Professional Growth Credit

18.4.1 One (1) point per semester unit for approved, accredited college, university, adult, trade and/or correspondence school classes.

18.4.2 Quarter unit courses will be converted to semester units at the rate of one (1) quarter unit equaling two-thirds (2/3) of a semester unit.

18.4.3 When a semester or quarter units are not specified:

-fifteen (15) hours of class time = one (1) point;

-seven and one-half (7-1/2) hours = one-half (1/2) point;

-five (5) hours = one-third (1/3) point.

This includes job related workshops and organized professional seminars and conferences that unit members attend during their non-working hours. A District subsidy, i.e., payment of District funds for attendance, negates the unit member's eligibility for credit.

18.4.4 Credit toward professional growth shall be given only once for each course title,

unless the repeated course is an upgraded version of the prior course and requires the learning of a new set of skills.

18.4.4.1 Requests for exceptions must be submitted in writing by the unit member to the Assistant Superintendent or designee. His/her decision shall be considered final and is not subject to grievance.

18.4.5 Any course work taken prior to the original hire date of the unit member shall not be counted or applied toward professional growth credit.

18.4.6 Each course/workshop submitted for professional growth credit, must include some demonstration of final course mastery. Such demonstration shall include at least one of the following:

A. Final Examination
B. Final Project or paper
C. Student Portfolio Assessment
D. Final Course Grade/Transcript
E. District-provided Certificate of Completion signed by instructor/presenter.
F. Other means of assessment developed by the unit member and instructor and approved by the Assistant Superintendent, Human Resources.

18.4.6.1 If a course grade is given, student must attain a grade of C/Pass or better in order to have the course considered for Professional Growth credit.

18.4.7 Of the ten (10) points needed to receive one Professional Growth Program Increment (per Article 18.5.1), at least eight (8) points must come from training related directly and specifically to skills required in positions offered within the District. The remaining two (2) points may come from training which is not otherwise directly and specifically related to skills required in positions offered within the District (e.g., Stress Management).

18.4.7.1 Training which is related directly and specifically to skills required in positions offered within the District may include job related workshops and organized professional seminars and conferences that unit members attend during their non-working hours. A District subsidy, i.e., payment of District funds for attendance, negates the unit member's eligibility for credit.

18.4.8 Every six (6) months, the District shall provide to the union a Professional Growth report that will include, but is not limited to, a detail of the courses approved and denied and shall identify the classifications of unit members participating in the Professional Growth Program.

18.5 Awarding of Increment

18.5.1 One (1) Professional Growth Program increment will be awarded after the unit member has accrued ten (10) approved and verified points. Any points earned beyond the necessary ten (10) points may be carried into the next increment period.

18.5.2 To receive payment a unit member must complete two (2) continuous years of District service. After the first increment has been awarded, a unit member may receive additional increments. Effective July 1, 2014, except as noted below, no more than one (1) increment may be earned for every two (2) years of service, up to a maximum of five (5) increments.

a.) Current unit members who have completed course work and have been notified of their increment award date(s) shall receive their banked award increment(s) on the scheduled date(s) in their notification letter. Any future increments earned will be

awarded in accordance with the two-year increment schedule.

b.) Current unit members who have completed partial course work toward their next Professional Growth increment shall receive their increment in accordance with the one-year increment schedule. Any future increments earned will be awarded in accordance with the two-year schedule.

c.) For current unit members for which (b.) above applies, resulting in carryover points towards a new increment award, the two-year increment schedule shall be applicable.

The Professional Growth Program increment shall be included in the unit member's salary in the month following completion of the course credit, provided that verification of completion, per Article 18 - Professional Growth Program, 18.4.7, is submitted by the unit member by the 15th of the previous month.

18.5.3 Each permanent unit member who qualifies will receive a two (2) range salary increase on the appropriate salary range/step of the Classified Salary Schedule.

18.6 Official Records

Each unit member's permanent Professional Growth record showing his or her accrued points, together with pertinent verification and approval, shall be kept in the Human Resources Department.

18.7 Professional Growth and Training Committee

An ad-hoc committee shall be formed on or before October 1st of each school year. The committee's purpose shall be to suggest topics or subjects and to monitor quality and quantity of both Professional Growth and on-the-job training courses for classified employees. These training programs may be offered within or outside the District.

18.7.1 On or before October 1st of each school year, school site administrators and department heads shall submit to the Assistant Superintendent**,** Human Resources or designee, a listing of all in-service trainings scheduled for the school year, which may be attended by classified unit members. This information shall be shared with the Professional Growth and Training Committee for incorporation into their work.

18.7.2 On or before November 1st of each school year, the committee shall present a master schedule/calendar of site/department trainings as well as its recommendations, for additional trainings to the Assistant Superintendent**,** Human Resources or designee.

18.7.3 On or before December 1st of each school year, the Assistant Superintendent**,** Human Resources or designee, shall distribute to all sites and departments, a master schedule/calendar of all on the job and Professional Growth trainings to be offered for the school year. The master schedule/calendar shall be distributed to all classified unit members no later than December 10th of each school year.

18.7.4 The master schedule/calendar shall contain at least five (5) trainings/courses that may be taken during non-working hours, which may be taken and applied toward Professional Growth credit.

ARTICLE 19

SPECIAL PROVISIONS

19.1 Custodial

19.1.1 Custodians shall not be routinely required to provide campus security services or supervise students except in emergency situations.

19.1.2 Custodians shall not be required to perform any painting, except in cases of spot painting**,** such as graffiti and/or other derogatory markings on buildings or property. Such painting would not involve taping or feathering. This will be known as emergency painting.

19.2 Transportation

19.2.1 Bus drivers shall receive the following time during each work day for the purpose of checking and cleaning their buses.

Mini-bus -- 15 minutes
Lift-bus -- 20 minutes
Heavy bus -- 30 minutes

19.2.2 At the beginning of each school year, the District shall post all bus routes. Affected bus drivers within the same classification, may bid on these routes. The routes will be awarded to the most senior driver in the classification who bids.

19.2.3 All part-time bus drivers shall receive an additional two (2) hours per week to wash their buses.

19.2.4 Assignment of Overtime / Field Trips

19.2.4.1 When offered an overtime assignment, Bus Drivers shall have forty-eight (48) hours to accept or turn down the assignment, documented on a District-approved form (See Appendix 9). The District-approved form shall reflect the date and time the offer was made to and received by the Bus Driver. If the Bus Driver elects to pass on an assignment of overtime, that Bus Driver must wait until the rotation returns to him/her for the next overtime assignment or field trip. The supervisor will then offer the trip/overtime to the next name on the rotation list (see Article 4 - Hours of Employment, 4.5 - Additional Assignments). If the assignment arises or if the last turn down occurs within ninety-six (96) hours of the assignment, the supervisor will offer the assignment to the next driver in rotation order for an immediate response.

19.2.4.2 Except in cases of personal emergency, Bus Drivers assigned to large buses shall be required to accept overtime assignments to drive students on during-the-day overtime field trip assignments.

19.2.5 See Article 4.4.4 for Transportation Lunch Period and Breaks

19.3 Temporary Additional/Provisional Employees

19.3.1 Assignment of temporary additional/provisional employees will not exceed six (6) months, at which point such temporary additional/provisional assignments will be terminated or the District will establish a position to be filled pursuant to Merit Rule, Chapter 6 - Eligibility for Employment, 6.2.2.

19.4 Comprehensive Classification/Compensation Studies

19.4.1 The District shall ensure that all SEIU represented positions undergo a

comprehensive classification/compensation study no less than once every five (5) years.

19.4.2 In the event of District financial hardship, SEIU and the District will meet and confer to determine scheduling for comprehensive classification/compensation studies.

19.5 Lead Positions

19.5.1 A position which is classified as a lead is one which provides technical and functional direction to other workers. The position can assign work to others, and can provide training to others. The lead position cannot evaluate, hire, or discipline workers. The lead position may provide information to the supervisor to be used in the evaluation or discipline of workers the position is assigned to lead.

19.6 Physical Activities Specialist

19.6.1 All Physical Activities Specialists who normally work a non-standard work week (i.e., Tuesday through Saturday) will be paid for the designated holiday which falls on a Monday if the holiday complies with Article 10.3.1 of the collective bargaining agreement.

19.7 Summer and Inter-session Assignments / Paraeducators

19.7.1 When it is determined by the Superintendent or his/her designee, that a short-term seniority-based assignment such as Paraeducators (one-on-one) and Children's Center Assistants (infant care givers) adversely impacts children, an exception placement shall be made to assign the incumbent to the assignment. If the incumbent is not available or cannot accept the summer or inter-session assignment, the District shall revert back to the Personnel Commission Merit Rules for seniority placement.

ARTICLE 20

CONTRACTING OUT

20.1 Except as provided in Article 20.2 below, it is not the intent of the District to contract out work which would fall within the normal scope of duties of the bargaining unit.

20.2 If work does not fall within the normal scope of duties of the bargaining unit, the District may consider contracting out. The District shall provide written copies of the Request for Proposal (RFP) and/or any other relevant information to the Union. The RFP shall require that the intended contractor use union workers for District-wide services whenever possible.

ARTICLE 21

SITE-BASED MANAGEMENT / SUPERVISION

21.1 The parties agree that site-based supervision is not dual or multiple supervision. The District will ensure that each unit member is supervised by one person, except in the case of dual assignments. In the event of a change in supervision, the employee shall be notified ten (10) days prior to that change except in urgent circumstances. The sole supervisor shall be responsible for all duties outlined in the provisions regarding supervision throughout this agreement.

21.2 The purpose of site-based management is to increase the participation of the various groups at the school sites in the decision-making process.

21.3 When site-based governing committees are implemented at school sites, an SEIU representative from the site shall have the right to sit on those committees with full participation rights and privileges, if elected by site peers.

ARTICLE 22

RETAINED RIGHTS

22.1 All matters not specifically enumerated as within the scope of negotiations in Government Code Section 3543.2, and specifically limited by provisions of the Agreement, or limited by statutory provision, are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following:

22.1.1 The legal, operational, geographical, or organizational structure of the District, including the chain of command, division and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;

22.1.2 The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes, and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;

22.1.3 The acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased or otherwise controlled, including all facilities, grounds, parking areas, and other improvements, and the personnel, work, service, and activity functions assigned to such properties;

22.1.4 All services to be rendered to the public and to District personnel in support of the services rendered to the public, and the nature, methods, quality, quantity, frequency, and standards of services, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment, and tools to be used in connection with such services; the lawful subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance, and repair services, subject only to provisions to Article 20 - Contracting Out;

22.1.5 The utilization, for limited periods of time, of personnel not covered by this Agreement, including, but not limited to, the personnel occupying positions listed as excluded in Article 2 - Recognition of this Agreement, to do work which is normally done by employees covered hereby, and the methods of selection and assignments of such personnel, subject only to provisions to Article 19 - Special Provisions;

22.1.6 The selection, classification, direction, and promotion of all personnel in the District; the demotion, discipline, and termination for proper cause of all personnel of the District; the assignment of employees to any location, and also to any facilities, classrooms, functions, activities, academic subject matters, grade levels, departments, tasks or equipment (subject only to the provisions of Article 8, Transfers); and the determination as to whether, when, and where there is a job opening subject only to the provisions of Article 8 - Transfers, Article 6 - Remediation, and Article 19 - Special Provisions;

22.1.7 The job classifications and the content and qualifications thereof; the rates of pay for any new classifications implemented during the term of this Agreement, subject only to Article 16 - Wages;

22.1.8 The duties and standards of performance for all employees; and whether any

employee adequately performs such duties and meets such standards subject only to the provisions of Article 5 - Evaluation Procedures;

22.1.9 The dates, times, and hours of operation of District facilities, functions, and activities; work schedules; the school calendar; the assignment of paid work days beyond the regular assigned work year; the assignment of overtime subject only to the provisions of Article 16 - Wages; and Article 4 - Hours of Employment;

22.1.10 Safety and security measures for students, employees, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters, subject only to the provisions of Article 7 - Safety Conditions of Employment;

22.1.11 The retirement of employees for disability, as limited by provisions of law;

22.1.12 The lawful termination or layoff of employees as the result of the exercises of any of the rights enumerated above or as a result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement, subject only to Article 30 - Layoff/Reduction of Hours.

22.2 All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District even though not enumerated above, and the express provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

22.3 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District not expressly limited by the clear and explicit language of this Agreement, or arising out of or in any way connected with the effects of the exercise of any of such rights, is not subject to the grievance provisions set forth in Article 13 - Grievance Procedure.

ARTICLE 23

UNION RIGHTS

23.1 The Union and its members shall have the right to make reasonable and lawful use of available school buildings at reasonable times for meeting purposes subject to requirements of the Civic Center Act and applicable Board policies provided that such use, when applied for, shall be granted if no conflict exists and provided that such use which necessitates custodial overtime shall be compensated by the Union at the rate of $10 per hour. The Union agrees to leave school buildings in the condition found, free of damage or loss other than damage resulting from normal wear and tear.

23.2 The Union shall have the right to post notices of official Union activities on designated employee/employer bulletin boards, at least one (1) of which is provided in each work site in areas frequented by unit members. The Union shall not post or distribute any information which is false, derogatory, or defamatory. All literature must be dated and must identify the person and organization which is responsible for its posting or distribution. Copies of all materials posted or distributed shall be mailed to the Superintendent or his/her designee at the time materials are posted or distributed. Such posting or distribution which violates the aforementioned provisions shall be subject to removal by the District.

23.3 Authorized representatives of the Union shall be permitted to transact lawful official Union business on school property at reasonable times, as limited below, provided that upon arriving at a school or work site any such representative shall first report to the site or work administrator to announce his/her presence and the intended length of the visit. No representative or unit member shall interrupt or interfere in any way with the instructional program, normal school operations or normal work schedules or operations. Contacts with unit members shall be limited to non-work hours and non-assigned times such as breaks, duty-free lunch period, and before or after working hours.

23.4 The Union and its member shall have the right of access at reasonable times to areas in which unit members work for the purpose of representing unit members on grievances and matters related thereto.

23.5 A representative of the Union will have the right to review unit member's personnel files and other records when accompanied by the unit member.

23.6 The Union has the right to receive, within a reasonable period of time in case of impending layoff, a seniority roster listed by seniority as required by Code of all unit members on the effective date of this Agreement and every three (3) months thereafter. The roster shall indicate the unit member's present classification and primary job site.

23.7 The Union shall receive a maximum of six (6) working days of paid release time for two (2) unit members to serve as delegates to one (1) SEIU convention per year for clerical or public employees.

23.8 New Employee Orientation

23.8.1 The Union will be given the opportunity to meet new classified bargaining unit employees during the New Employee Orientation meetings conducted by the District.

23.8.2 The District will provide ten (10) working days' notice of the orientation unless there is an urgent need to schedule an orientation in less than 10 days.

23.8.3 The District will strive to schedule the new classified employee orientation on regularly-scheduled dates and times during the week to facilitate the Union's opportunity to meet new employees.

23.8.4 The Union agrees to meet the new employees in the middle of the District's orientation. Up to twenty (20) minutes will be allocated to the Union for this purpose.

23.8.5 Employees will be advised that the Union orientation is a part of the orientation.

23.8.6 The Union agrees to provide the District with a list of the materials to be provided to the new employees. The Union agrees to use this opportunity solely for the purpose of discussing the classified members' employment status, rights, benefits, duties and responsibilities as a member of Local 99. The Union agrees not to make disparaging comments about the District or its administration during the orientation meetings. Representatives from the District will not be present during Union orientation.

23.8.7 Within thirty (30) days of hiring, the District agrees to provide the Union the new employees' name, job title, department, work location, work address, home address and personal email address if used for employment purposes. The District will continue to provide comprehensive monthly reports to the Union with information regarding all of its members.

23.8.8 The date, time and place of the orientation shall not be disclosed to anyone other than the employees, the exclusive representative, or a vendor that is contracted to provide services for the purpose of the orientation.

23.8.9 In the event that format modifications are made to the current orientation process by the District, the parties to this Agreement will negotiate Union access under the modified process pursuant to the California Government Code.

ARTICLE 24

ORGANIZATIONAL SECURITY

24.1 The parties mutually recognize the right of all employees covered by this Agreement to join and participate in activities of SEIU, or to have SEIU represent them in their employment relations with the District, or to refuse to join or participate in the activities of SEIU or any other employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

24.2 Unit members may submit to Human Resources, on forms supplied by SEIU, requests for payroll deductions of SEIU dues and for such other deductions as may have been requested by the Union.

24.3 The District shall honor the terms of the employee's written authorization for payroll deductions. Employee requests to cancel or change authorizations for payroll deductions for the Union shall be directed to the Union rather than to the District. The Union shall be responsible for processing such requests. The District shall rely on the information provided by the Union to cancel or change authorizations, and the Union shall indemnify the District for any claims made by the employee for deductions made in reliance on that information.

The Union certifies that it has and will maintain individual employee authorizations and shall not be required to submit to the District a copy of the employee's written authorization in order for the payroll deductions described in this section to be effective, unless a dispute arises about the existence or terms of the written authorization. The Union shall indemnify the District for any claims made by the employee for deductions made in reliance of its notification.

24.4 The District will furnish any information needed by the Union to fulfill the provisions of this article.

ARTICLE 25

UNION INSURANCE PROGRAMS

25.1 During the open enrollment period of each school year, unit members may enroll in Insurance and Committee on Political Education Programs offered by the Union by completing an enrollment card and submitting it to their shop steward or Union representative. In addition, a unit member may alter his/her payroll deductions once per year for Union-sponsored insurance programs. Upon receipt from the Union of valid, written authorization cards, together with a list of the amount to be deducted from each unit member's pay, the District shall deduct such amount from the designated unit member's pay and promptly remit to the Union sums which are deducted. The Union will credit the amounts to the programs authorized by the unit members. The District's sole obligation shall be to withhold said monies and transmit them to the Union. The District is not, and shall not be, a contributor to or participant in any insurance plan or the Union's Committee on Political Education.

25.2 The Union shall indemnify the District and hold it harmless against any and all suits, claims, demands and liabilities that arise out of or by reason of any action that shall be taken by the District for the purpose of complying with the foregoing provision.

ARTICLE 26

WORK STOPPAGE

26.1 Apart from and in addition to existing legal restrictions upon or remedies for work stoppage and lockouts, the parties agree to the following:

26.1.1 Neither the Union nor its officers or representatives or affiliates shall cause, encourage, condone or participate in any strike, or other illegal concerted work stoppage during the term of this Agreement. In the event of any actual or threatened strike, or other concerted work stoppage, the Union and its officers, representatives and affiliates will take all reasonable steps within their control to avert or end the same.

26.1.2 A unit member engaging in any strike, or other illegal concerted work stoppage during the term of this Agreement shall receive no pay for the day(s) in question, and shall be subject to discipline up to and including termination.

26.1.3 The District agrees that it shall not engage in any lockout of unit members. A lockout is defined as, and limited to, a withholding of unit members' employment for the purposes of gaining concessions from, or resisting demands of, the Union. A lockout does not include actions taken by the District for reasons other than gaining concessions from or resisting the demands of the Union, including termination of personnel, layoffs, suspensions, reduction in programs, or any actions based upon budgetary necessity, or emergency closures caused by matters such as natural disasters, epidemics, bomb threats or work stoppages.

26.1.4 Disputes arising under this Article may be handled according to appropriate legal proceedings. In addition, the Union and the District reserve the right to use the grievance procedures of Article 13 - Grievance Procedure, but need not do so before electing to use legal proceedings.

ARTICLE 27

SEPARABILITY AND SAVINGS

27.1 If any provision of this Agreement should be held invalid by any operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement or the application of such article or section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 28

ENTIRE AGREEMENT

28.1 The District shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, but not exclusively, the District is not bound by any past practices of the District or understandings with any unit member, organization, or council, unless such past practices or understandings are specifically stated in this Agreement.

28.2 The Union agrees that this Agreement is intended to cover all matters relating to wages, hours, and all other terms and conditions of employment and supersedes all previous agreements or supplements thereto covering said matters. The parties agree that during the term of the Agreement neither the District nor the Union will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, unless the District finds it necessary to make changes that are within the scope of representation as defined by Government Code 3543.2. In which case, the District shall negotiate with the union concerning such changes to the extent required by law. Before meeting and negotiating, the parties shall attempt to resolve any such changes informally.

ARTICLE 29

WORKING-OUT-OF-CLASS

29.1 Each unit member shall be required to perform the duties approved by the Board of Education and classified by the Personnel Commission for the class to which he/she is assigned. He/she may be required to perform other related duties consistent with the definition of the class to which assigned.

29.2 When a unit member is assigned to perform work beyond that indicated in the definition of the class to which he/she is assigned, he/she shall be compensated as of the first (1st) day as follows:

29.2.1 If the work assignment is to a position in an existing class, upon the approval of the Director of Classified Personnel, it shall be processed as a limited-term assignment under the applicable Personnel Commission Rules; or

29.2.2 If an employee is required to perform duties which are not allocated to an existing class, the assignment shall be reported to the Director of Classified Personnel in writing so that a review may be conducted to determine the appropriate pay differential for the temporary assignment.

29.2.3 Requests for differential pay for working-out-of-class may be submitted by the unit member or his/her supervisor to the Director of Classified Personnel at any time. The Director of Classified Personnel will notify the supervisor upon receipt of a claim submitted by a unit member.

29.2.4 A claim for pay differential for working-out-of-class must contain a list of the assigned duties.

29.2.5 The Personnel Commission staff shall review the duties assigned to the position and shall determine if the assigned duties are at a higher level and shall recommend an appropriate pay differential to the Personnel Commission for approval.

29.2.6 Changes in salary resulting from the reclassification of a position shall be effective as of the time the Personnel Commission received the request for differential pay. Retroactive pay increases for working-out-of-class shall be limited to the thirty (30) calendar days preceding the date that the claim was submitted in writing to the Director of Classified Personnel.

29.2.7 If the Commission staff review determines that the assigned duties are not at a higher level, the Director of Classified Personnel shall notify the employee and the appropriate supervisor and present the findings to the Commission at the next regular meeting.

29.2.8 Pay differentials for working-out-of-class shall be limited to ninety (90) working days in one (1) fiscal year for each employee. The Personnel Commission may authorize one (1) extension of working out of class not to exceed an additional ninety (90) working days.

29.3 Whenever a vacant position exists within the Classified service and management determines that the position shall be temporarily filled until a permanent person is hired, management shall provide to current, permanent department/site 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 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 will

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.

29.4 As subsequent assignments arise or if the original assignment exceeds the time line described in Article 29.2.8, the next senior permanent department/site employee shall be offered the out-of-class assignment. If additional help is needed for the short term, temp/additional employees shall be employed to the lowest possible classification.

29.4.1 When the District determines that an employee working-out-of-class is not meeting the expectations of the assignment or has performed in a manner that creates a serious safety risk(s), the District has the right to remove that employee from the working out of class assignment. The employee shall not be subject to discipline for reasons related to incompetency in the working-out-of-class assignment.

29.4.2 When it is determined that an employee be removed from a working-out-of-class assignment, management shall meet with the employee and discuss the reasons prior to the removal from the assignment.

29.4.3 When an employee is removed from a working out of class assignment, the District may refer to Article 18; subsection 18.7 to provide recommendations of additional training programs available to the employee.

29.5 Disputes involving sections 29.1 and 29.2 of this Article shall be resolved pursuant to Personnel Commission Rules, and shall not be subject to the grievance procedure set forth in Article 13 – Grievance Procedure. Disputes involving sections 29.3 and 29.4 of this Article shall be subject to the grievance procedure set forth in Article 13 - Grievance Procedure.

ARTICLE 30

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 Union shall be given written notice at least thirty (30) calendar days before the meeting at which the Board of Education will take action on the layoffs/reduction in hours due to lack of funds.

30.1.2 The District shall provide the Union with a reasonable opportunity, at the request of the Union, during said thirty (30) calendar days following notice to the Union, to negotiate regarding the proposed layoff/reduction in hours, including the decision itself and the effects thereof.

30.1.3 If agreement cannot be reached within thirty (30) calendar days after notice to the Union, the District may proceed with Board action and notification to the unit members affected.

30.1.4 At any time during said thirty (30) calendar days following notice to the Union, either party may request to proceed to fact finding. The District and the Union shall agree upon a fact finder, who shall meet with the parties and make recommendations. The fact-finding process shall be completed and the fact finder's report issued within ninety (90) calendar days following notice to the Union.

30.1.5 If agreement has not been reached by the end of ninety (90) calendar days after notice to the Union, the District may implement the proposed layoff/reduction in hours.

30.1.6 In the event the State reduces funding in any categorical program below the amount provided the previous year, the provisions of Article 29 - Working Out Of Class, 24.1 through 24.5, shall be rendered null and void. Pursuant to the aforementioned action, the District may immediately implement a proposed layoff/reduction according to California law affecting classified employees funded in the affected reduced program allocations.

30.2 Computation of Seniority

As provided in Memorandum of Understanding - May 14, 1999, a committee consisting of six (6) SEIU representatives and six (6) District representatives studied the impact of accumulated hourly computation of seniority versus hire date computation of seniority. The committee reported its findings and made recommendations to the Board of Education (BOE) at the August 12, 1999 Board Meeting (not the August 5, 1999 meeting as listed in the Memorandum of Understanding.) The BOE took action on the recommendation at its September 2, 1999 Board Meeting.

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.

No seniority shall be earned during unpaid periods of separation from the service of the school district in excess of thirty (30) working days per year except for military leave. Time spent on military leave shall count toward seniority provided that the employee returns to active service with the District within six (6) months of release or

discharge from the military under honorable conditions.

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.

30.2.2 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.

30.2.3 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.

30.2.4 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 service in such former classes.

30.2.5 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.

30.2.6 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.

ARTICLE 31

NEGOTIATION PROCEDURES

31.1 With respect to meeting and negotiating a successor agreement to the Agreement, the Union and the District shall commence negotiations at mutually acceptable times and places after satisfying the public notice requirements.

31.2 The Union shall have the right to designate a mutually agreed upon number of unit members to participate in negotiation sessions. The District shall provide two (2) full days of release time for the Union negotiation committee to meet in preparation of negotiations if the agreement is fully opened and one (1) full day if the agreement is partially opened.

EXECUTION OF AGREEMENT

In witness whereof, the parties execute the Agreement this 22nd day of August, 2022.

For SEIU — Date 8/22/22

For SMMUSD — Date 8/22/22

A P P E N D I C E S

APPENDIX 1
Santa Monica-Malibu Unified School District
July 1, 2019

Classified Employees' Salary Range Schedule
Bargaining Unit Members
Active Classifications
(Classifications for Which Funding Exists, Vacant or Filled)

JOB CLASSIFICATION TITLE	RANGE	JOB CLASSIFICATION TITLE	RANGE
Accompanist	33	Health Office Specialist	27
Accountant	45	Human Resources Specialist	38
Accounting Assistant II	30	Human Resources Technician	33
Accounting Technician	33	HVAC Technician	41
Administrative Assistant	33	Instructional Asst – Bilingual	22
Assistant Buyer	35	Instructional Asst – Classroom	20
Audience Services Coordinator	40	Instructional Asst – Music	22
Audio-Visual Technician	36	Instructional Asst – Physical Education	22
Athletic Trainer	37	Instructional Asst – Sign Language Interp	39
Bilingual Community Liaison	31	Laboratory Technician	28
Braille Transcriber	31	Lead Custodian	31
Bus Driver	32	Lead Grounds Person	38
Buyer	39	Lead Translator/Interpreter	39
Cafeteria Cook/Baker	24	Lead Vehicle & Equip Mechanic	41
Cafeteria Worker I	15	Library Assistant	28
Cafeteria Worker II	19	Licensed Vocational Nurse	36
Cafeteria Worker - Transporter	17	Locksmith	39
Campus Monitor	13	Media Services Coordinator	31
Campus Security Officer	27	Metal Worker	43
Carpenter	39	Network Engineer	53
Certified Occupational Therapy Asst (COTA)	36	Occupational Therapist	63
Chief Steward	42	Office Specialist	24
Children's Center Assistant I	19	Painter	39
Children's Center Assistant II	20	Paraeducator 1	22
Children's Center Assistant III	21	Paraeducator 2	27
Communications Specialist	38	Paraeducator 3	28
Computer Operator	35	Payroll Specialist	36
Custodian	26	Physical Activities Specialist	28
Education Data Specialist	51	Physical Therapist	63
Electrician	41	Plumber	41
Elementary Library Coordinator	28	Production Kitchen Coordinator	33
Employee Benefits Technician	36	Senior Administrative Assistant	38
Equipment Operator	31	Senor Buyer	43
Equipment Operator/Sports Facilities	33	Senior Network Engineer	58
Equipment Operator/Tree Trimmer	33	Senior Office Specialist	27
Facilities Technician	47	Senior Technology Support Assistant	45
Gardener	28	Site Food Service Coordinator	31
Glazier	39	Skilled Maintenance Worker	35

JOB CLASSIFICATION TITLE	RANGE	JOB CLASSIFICATION TITLE	RANGE
Special Education Data Technician	29	Technical Theater Coordinator	44
Special Education Specialist	36	Technical Theater Technician	37
Sports Facility Attendant	26	Technology Support Assistant	40
Sports Facility Coordinator	42	Textbook Coordinator	28
Sprinkler Repair Technician	35	Translator/Interpreter	35
Stock and Delivery Clerk	30	Utility Worker	31
Student Outreach Specialist	46	Vehicle and Equipment Mechanic	38
Swimming Instructor/Lifeguard	23	Workability Assistant	33
Systems Analyst	53		

Inactive Classifications

(Classifications Which Have Not Been Abolished and For Which No Current Funded-Position Exists)

JOB CLASSIFICATION TITLE	JOB CLASSIFICATION TITLE
Attendance and Accounting Technician	Lead Person – Mechanical Trades
Budget Analyst	Library Media Assistant
Budget Technician	Maintenance Worker
Bus Driver Clerk	Metal Fabrication/Welder
Bus Driver Trainee	Nutrition Specialist
Cafeteria - Cashier	Offset Duplicating Technician
Children's Center – Health Technician	Payroll Clerk
College and Career Advisor	Program Facilitator – Instructional Technology
Community Liaison	Project Development Specialist
Computer Lab Technician	Purchasing Agent
Computer Technician – High School	Records Clerk
Data Entry Specialist	Reprographics Operator
Electronic Equipment Specialist	Reprographics Specialist
Exam Proctor	Risk Management/Benefits Technician
Food Services Accounting Technician	Senior Accounting Technician
Head Equipment Operator – Tree Trimmer	Speech Language Pathology Assistant
Head Gardner II	Storekeeper
IMC Assistant	Student Intervention Specialist
IMC Coordinator	Switchboard Operator
Insurance Assistant	Systems Support Analyst
Lead Person – Building Trades	Telephone Systems/Computer Equipment Specialist

APPENDIX 2
Classified Salary Schedule
Effective July 1, 2021

Job Classification	Salary Range (Schedule A unless notated)	Step A (1)	Step B (2)	Step C (3)	Step D (4)	Step E (5)	Step F (6)
Accompanist* (550701)	33	$3,812.00	$4,003.00	$4,204.00	$4,415.00	$4,636.00	$4,868.00
Accountant (540501)	45	$5,112.00	$5,368.00	$5,637.00	$5,919.00	$6,215.00	$6,526.00
Accounting Assistant II (540505)	30	$3,544.00	$3,721.00	$3,908.00	$4,104.00	$4,310.00	$4,526.00
Accounting Technician* (540507)	33	$3,812.00	$4,003.00	$4,204.00	$4,415.00	$4,636.00	$4,868.00
Administrative Assistant (540160)	33	$3,812.00	$4,003.00	$4,204.00	$4,415.00	$4,636.00	$4,868.00
Assistant Buyer (541205)	35	$4,003.00	$4,204.00	$4,415.00	$4,636.00	$4,868.00	$5,112.00
Assistant to the Supt (confidential)**(530208)	45 (Sch C)	$5,431.00	$5,701.00	$5,986.00	$6,287.00	$6,600.00	$6,931.00
Audience Services Coordinator (510926)	40	$4,526.00	$4,752.00	$4,990.00	$5,240.00	$5,503.00	$5,778.00
Audio-Visual Technician (541407)	36	$4,104.00	$4,310.00	$4,526.00	$4,752.00	$4,990.00	$5,240.00
Athletic Trainer (560755)	47	$5,368.00	$5,637.00	$5,919.00	$6,215.00	$6,526.00	$6,853.00
Bilingual Community Liaison (spanish) (550702)	31	$3,630.00	$3,812.00	$4,003.00	$4,204.00	$4,415.00	$4,636.00
Board Certified Behavior Analyst (510938)	58	$7,025.00	$7,376.00	$7,745.00	$8,133.00	$8,540.00	$8,967.00
Braille Transcriber (550703)	31	$3,630.00	$3,812.00	$4,003.00	$4,204.00	$4,415.00	$4,636.00
Bus Driver (561505)	32	$3,721.00	$3,908.00	$4,104.00	$4,310.00	$4,526.00	$4,752.00
Buyer (541209)	39	$4,415.00	$4,636.00	$4,868.00	$5,112.00	$5,368.00	$5,637.00
Cafeteria Cook/Baker (560605)	24	$3,060.00	$3,214.00	$3,375.00	$3,544.00	$3,721.00	$3,908.00
Cafeteria Worker I (560607)	15	$2,697.00	$2,697.00	$2,706.00	$2,842.00	$2,985.00	$3,135.00
Cafeteria Worker II (560608)	19	$2,706.00	$2,842.00	$2,985.00	$3,135.00	$3,292.00	$3,457.00
Cafeteria Worker-Transporter (560610)	17	$2,697.00	$2,706.00	$2,842.00	$2,985.00	$3,135.00	$3,292.00
Campus Monitor (570000)	13	$2,697.00	$2,697.00	$2,697.00	$2,706.00	$2,842.00	$2,985.00
Campus Security Officer (560709)	27	$3,292.00	$3,457.00	$3,630.00	$3,812.00	$4,003.00	$4,204.00
Carpenter (560810)	39	$4,415.00	$4,636.00	$4,868.00	$5,112.00	$5,368.00	$5,637.00
Chief Steward (541453)	42	$4,752.00	$4,990.00	$5,240.00	$5,503.00	$5,778.00	$6,067.00
Children Center Assistant I (550699)	19	$2,706.00	$2,842.00	$2,985.00	$3,135.00	$3,292.00	$3,457.00
Children Center Assistant II (550704)	20	$2,774.00	$2,914.00	$3,060.00	$3,214.00	$3,375.00	$3,544.00
Children Center Assistant III (550716)	21	$2,842.00	$2,985.00	$3,135.00	$3,292.00	$3,457.00	$3,630.00
College and Career Advisor (541459)	32	$3,721.00	$3,908.00	$4,104.00	$4,310.00	$4,526.00	$4,752.00
Communication Specialist (540163)	49	$5,637.00	$5,919.00	$6,215.00	$6,526.00	$6,853.00	$7,196.00
Community Liaison (550714)	27	$3,292.00	$3,457.00	$3,630.00	$3,812.00	$4,003.00	$4,204.00
Computer Operator (540359)	35	$4,003.00	$4,204.00	$4,415.00	$4,636.00	$4,868.00	$5,112.00
Credential Anaylst (521319)	49	$5,637.00	$5,919.00	$6,215.00	$6,526.00	$6,853.00	$7,196.00
Custodian (561012-D,561011-N)	26	$3,214.00	$3,375.00	$3,544.00	$3,721.00	$3,908.00	$4,104.00
Data Entry Specialist (540318)	27	$3,292.00	$3,457.00	$3,630.00	$3,812.00	$4,003.00	$4,204.00
Education Data Specialist (540371)	51	$5,919.00	$6,215.00	$6,526.00	$6,853.00	$7,196.00	$7,556.00
Electrician (560813)	41	$4,636.00	$4,868.00	$5,112.00	$5,368.00	$5,637.00	$5,919.00
Elementary Library Coordinator (541450)	28	$3,375.00	$3,544.00	$3,721.00	$3,908.00	$4,104.00	$4,310.00
Employee Benefits Technician (541471)	36	$4,104.00	$4,310.00	$4,526.00	$4,752.00	$4,990.00	$5,240.00
Equipment Operator (561015)	31	$3,630.00	$3,812.00	$4,003.00	$4,204.00	$4,415.00	$4,636.00
Equipment Op/Sports Facilities (561017)	33	$3,812.00	$4,003.00	$4,204.00	$4,415.00	$4,636.00	$4,868.00
Equipment Op/Tree Trimmer (561016)	33	$3,812.00	$4,003.00	$4,204.00	$4,415.00	$4,636.00	$4,868.00
Facilities Technician (560853)	47	$5,368.00	$5,637.00	$5,919.00	$6,215.00	$6,526.00	$6,853.00
Gardener (561019)	28	$3,375.00	$3,544.00	$3,721.00	$3,908.00	$4,104.00	$4,310.00
Glazier (560820)	39	$4,415.00	$4,636.00	$4,868.00	$5,112.00	$5,368.00	$5,637.00
Health Office Specialist (550720)	27	$3,292.00	$3,457.00	$3,630.00	$3,812.00	$4,003.00	$4,204.00
Human Resource Specialist (541174)	38	$4,310.00	$4,526.00	$4,752.00	$4,990.00	$5,240.00	$5,503.00
Human Resource Spec (confidential)**(541173)	38 (Sch C)	$4,579.00	$4,808.00	$5,049.00	$5,301.00	$5,566.00	$5,844.00
Human Resource Technician (541130)	33	$3,812.00	$4,003.00	$4,204.00	$4,415.00	$4,636.00	$4,868.00
HVAC Technician (560848)	41	$4,636.00	$4,868.00	$5,112.00	$5,368.00	$5,637.00	$5,919.00

Job Classification	Salary Range (Schedule A unless notated)	Step A (1)	Step B (2)	Step C (3)	Step D (4)	Step E (5)	Step F (6)
Instructional Asst-Bilingual (Span) (550707)	22	$2,914.00	$3,060.00	$3,214.00	$3,375.00	$3,544.00	$3,721.00
Instructional Asst-Classroom (550706)	20	$2,774.00	$2,914.00	$3,060.00	$3,214.00	$3,375.00	$3,544.00
Instructional Asst-Music (550700)	22	$2,914.00	$3,060.00	$3,214.00	$3,375.00	$3,544.00	$3,721.00
Instructional Asst-Physical Ed (550709)	22	$2,914.00	$3,060.00	$3,214.00	$3,375.00	$3,544.00	$3,721.00
Instructional Asst-Sign Lang Interp (550712)	39	$4,415.00	$4,636.00	$4,868.00	$5,112.00	$5,368.00	$5,637.00
Paraeducator 1 (550708)	22	$2,914.00	$3,060.00	$3,214.00	$3,375.00	$3,544.00	$3,721.00
Paraeducator 2 (550717)	27	$3,292.00	$3,457.00	$3,630.00	$3,812.00	$4,003.00	$4,204.00
Paraeducator 3 (550715)	28	$3,375.00	$3,544.00	$3,721.00	$3,908.00	$4,104.00	$4,310.00
Laboratory Technician (541439)	28	$3,375.00	$3,544.00	$3,721.00	$3,908.00	$4,104.00	$4,310.00
Lead Custodian (561052)	31	$3,630.00	$3,812.00	$4,003.00	$4,204.00	$4,415.00	$4,636.00
Lead Grounds Person (561049)	38	$4,310.00	$4,526.00	$4,752.00	$4,990.00	$5,240.00	$5,503.00
Lead Person-Building Trades (560850)	40	$4,526.00	$4,752.00	$4,990.00	$5,240.00	$5,503.00	$5,778.00
Lead Person-Mechanical Trades (560851)	42	$4,752.00	$4,990.00	$5,240.00	$5,503.00	$5,778.00	$6,067.00
Lead Translator/Interpreter (541448)	39	$4,415.00	$4,636.00	$4,868.00	$5,112.00	$5,368.00	$5,637.00
Lead Vehicle & Equipment Mech (561547)	41	$4,636.00	$4,868.00	$5,112.00	$5,368.00	$5,637.00	$5,919.00
Library Assistant (541473)	28	$3,375.00	$3,544.00	$3,721.00	$3,908.00	$4,104.00	$4,310.00
Licensed Vocational Nurse (550721)	36	$4,104.00	$4,310.00	$4,526.00	$4,752.00	$4,990.00	$5,240.00
Locksmith (560824)	39	$4,415.00	$4,636.00	$4,868.00	$5,112.00	$5,368.00	$5,637.00
Low Voltage Technician (560815)	47	$5,368.00	$5,637.00	$5,919.00	$6,215.00	$6,526.00	$6,853.00
Media Services Coordinator (541408)	31	$3,630.00	$3,812.00	$4,003.00	$4,204.00	$4,415.00	$4,636.00
Metal Worker (560828)	41	$4,636.00	$4,868.00	$5,112.00	$5,368.00	$5,637.00	$5,919.00
Network Engineer/Comp Sys Spec (540350)	53	$6,215.00	$6,526.00	$6,853.00	$7,196.00	$7,556.00	$7,934.00
Nutrition Specialist (560655)	38	$4,310.00	$4,526.00	$4,752.00	$4,990.00	$5,240.00	$5,503.00
Occupational Therapist (510940)	63	$7,934.00	$8,331.00	$8,748.00	$9,186.00	$9,646.00	$10,129.00
Office Specialist (540116)	24	$3,060.00	$3,214.00	$3,375.00	$3,544.00	$3,721.00	$3,908.00
Painter (560829)	39	$4,415.00	$4,636.00	$4,868.00	$5,112.00	$5,368.00	$5,637.00
Payroll Specialist(540509)	38	$4,310.00	$4,526.00	$4,752.00	$4,990.00	$5,240.00	$5,503.00
Physical Activities Specialist (550713)	28	$3,375.00	$3,544.00	$3,721.00	$3,908.00	$4,104.00	$4,310.00
Physical Therapist (550718)	63	$7,934.00	$8,331.00	$8,748.00	$9,186.00	$9,646.00	$10,129.00
Plumber (560830)	41	$4,636.00	$4,868.00	$5,112.00	$5,368.00	$5,637.00	$5,919.00
Production Kitchen Coordinator (560654)	33	$3,812.00	$4,003.00	$4,204.00	$4,415.00	$4,636.00	$4,868.00
R.O.P Coordinator (541461)	45	$5,112.00	$5,368.00	$5,637.00	$5,919.00	$6,215.00	$6,526.00
Reprographics Operator (540420)	25	$3,135.00	$3,292.00	$3,457.00	$3,630.00	$3,812.00	$4,003.00
School Occupational Ther Asst (COTA) (540200)	36	$4,104.00	$4,310.00	$4,526.00	$4,752.00	$4,990.00	$5,240.00
Senior Administrative Assistant (540161)	38	$4,310.00	$4,526.00	$4,752.00	$4,990.00	$5,240.00	$5,503.00
Senior Admin Asst (Confidential)** (540162)	38 (Sch C)	$4,579.00	$4,808.00	$5,049.00	$5,301.00	$5,566.00	$5,844.00
Senior Buyer (541213)	43	$4,868.00	$5,112.00	$5,368.00	$5,637.00	$5,919.00	$6,215.00
Senior Office Specialist (540159)	27	$3,292.00	$3,457.00	$3,630.00	$3,812.00	$4,003.00	$4,204.00
Senior Office Spec (confidential)** (540166)	27 (Sch C)	$3,500.00	$3,676.00	$3,860.00	$4,052.00	$4,254.00	$4,467.00
Senior Network Engineer (540352)	58	$7,025.00	$7,376.00	$7,745.00	$8,133.00	$8,540.00	$8,967.00
Senior Technology Support Assistant (540315)	45	$5,112.00	$5,368.00	$5,637.00	$5,919.00	$6,215.00	$6,526.00
Site Food Service Coordinator (560644)	31	$3,630.00	$3,812.00	$4,003.00	$4,204.00	$4,415.00	$4,636.00
Skilled Maintenance Worker (560832)	35	$4,003.00	$4,204.00	$4,415.00	$4,636.00	$4,868.00	$5,112.00
Special Education Data Technician (540320)	29	$3,457.00	$3,630.00	$3,812.00	$4,003.00	$4,204.00	$4,415.00
Special Education Specialist (540321)	36	$4,104.00	$4,310.00	$4,526.00	$4,752.00	$4,990.00	$5,240.00
Speech Language Pathology Asst (550719)	38	$4,310.00	$4,526.00	$4,752.00	$4,990.00	$5,240.00	$5,503.00
Sports Facility Attendant (510925)	26	$3,214.00	$3,375.00	$3,544.00	$3,721.00	$3,908.00	$4,104.00
Sports Facility Coordinator (510924)	42	$4,752.00	$4,990.00	$5,240.00	$5,503.00	$5,778.00	$6,067.00
Sprinkler Repair Technician (560833)	35	$4,003.00	$4,204.00	$4,415.00	$4,636.00	$4,868.00	$5,112.00
Stock and Delivery Clerk (561634)	30	$3,544.00	$3,721.00	$3,908.00	$4,104.00	$4,310.00	$4,526.00
Student Intervention Specialist (541769)	54	$6,371.00	$6,690.00	$7,025.00	$7,376.00	$7,745.00	$8,133.00
Student Outreach Specialist (541768)	46	$5,240.00	$5,503.00	$5,778.00	$6,067.00	$6,371.00	$6,690.00
Swimming Instructor/Lifeguard (550711)	23	$2,985.00	$3,135.00	$3,292.00	$3,457.00	$3,630.00	$3,812.00
Systems Analyst (540370)	53	$6,215.00	$6,526.00	$6,853.00	$7,196.00	$7,556.00	$7,934.00

Job Classification	Salary Range (Schedule A unless notated)	Step A (1)	Step B (2)	Step C (3)	Step D (4)	Step E (5)	Step F (6)
Technical Theater Coordinator (521323)	44	$4,990.00	$5,240.00	$5,503.00	$5,778.00	$6,067.00	$6,371.00
Technical Theater Technician* (521325)	37	$4,204.00	$4,415.00	$4,636.00	$4,868.00	$5,112.00	$5,368.00
Technology Support Assistant* (540319)	40	$4,526.00	$4,752.00	$4,990.00	$5,240.00	$5,503.00	$5,778.00
Telephone Sys/Comp Equip Spec (540366)	44	$4,990.00	$5,240.00	$5,503.00	$5,778.00	$6,067.00	$6,371.00
Textbook Coordinator (540145)	28	$3,375.00	$3,544.00	$3,721.00	$3,908.00	$4,104.00	$4,310.00
Translator/Interpreter (541446)	35	$4,003.00	$4,204.00	$4,415.00	$4,636.00	$4,868.00	$5,112.00
Workability Assistant (550710)	33	$3,812.00	$4,003.00	$4,204.00	$4,415.00	$4,636.00	$4,868.00
Utility Worker (561041)	31	$3,630.00	$3,812.00	$4,003.00	$4,204.00	$4,415.00	$4,636.00
Vehicle and Equipment Mechanic (561546)	38	$4,310.00	$4,526.00	$4,752.00	$4,990.00	$5,240.00	$5,503.00
Increments/Stipends							
Longevity- 5% at 7 yrs employment, 5% every 5 yrs thereafter							
Nightshift- 5% above base rate							
	Position hired at an accelerated rate (rate is highlighted)						
	****-Positions are confidential and on Salary Schedule C**						
Board Adoption Date 9/1/2022							
Revised 6/14/2023							

APPENDIX 3

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

Classified Employee – Performance Evaluation

Employee: Click here to enter text.	**Classification:**	**Work Location:**
Permanent: ☐ Probation: 1st ☐ 2nd ☐ 3rd ☐	Evaluation Period: From: Click here to enter a date.	To: Click here to enter a date.

Performance Evaluation Philosophy

The performance evaluation report is an aid for classified employees to achieve and maintain high levels of work performance. It is designed as a communication and counseling tool through which employees and their supervisors can formally discuss job performance and can jointly establish performance goals. Informal discussions between the employee and supervisor should be taking place throughout the year.

INSTRUCTIONS

1. Complete employee/evaluation information in the Top HEADER section above
2. Complete FEEDBACK TABLES with ratings and supporting comments for Sections A,B, and C below
3. Attach any additional notes or documentation you refer to in comment sections (reformatting will occur automatically)
4. Meet with the employee to provide and discuss the evaluation
5. Sign and have employee sign the acknowledgement of receipt in Section D
6. Send the original evaluation to the Assistant Superintendent of Human Resources

RATING STANDARDS	
5 = Outstanding	Work performance is marked by exceptional levels of performance above the rating exceeds standards. Written comments must be made to support this rating.
4 = Exceeds Standards	Work performance exceeds the required standards of performance in the specific area being evaluated. Written comments must be made to support this rating
3 = Meets Standards	Work performance fully satisfies the required standards of performance in the specific area being evaluated.
2 = Needs to Improve	Employee needs to improve to meet the required performance standards in the area being evaluated. Written comments must accompany individual ratings of needs to improve. An overall needs to improve must be supported with documentation. The work performance is expected to become fully satisfactory and the supervisor, in consultation with the unit member, shall prepare an improvement plan to be in effect no longer than six months at which time he/she will be reevaluated.
1 = Unsatisfactory	Performance is below the required standards for the area being evaluated. The employee has failed to adequately improve in the areas previously rated "Needs To Improve" and/or has failed to adhere to the plan for improvement devised under the guidelines of the contract. Continuation of unsatisfactory performance shall require disciplinary action (suspension, demotion, or dismissal). **NOTE (Per the SEIU Contract):** If a rating of "Unsatisfactory" is given in any area; that area must be improved and reevaluated. If an overall evaluation of "Unsatisfactory" is given; REEVALUATION must be through disciplinary action procedures. Please indicate date reevaluation is to be made. An improvement plan including the criteria for reevaluation must be included with "Overall Needs to Improve" and "Unsatisfactory" evaluation. Please note--A salary increment shall be withheld when an employee has received a "Needs to Improve" or "Unsatisfactory" performance evaluation. Upon clearance of the "Needs to Improve" or "Unsatisfactory" evaluation by a subsequent Job Performance Progress Report or evaluation by the employee's immediate supervisor, the increment shall be approved effective the first month following the filing of a satisfactory evaluation. This shall then become the new salary increment date. Withholding a salary increment for a permanent employee shall be subject to appeal to the Commission only as a part of any appeal from a disciplinary action.
N/A = Not Applicable	Performance is not expected or evaluated
Meets Standards Administratively	When the employee has been previously rated "Needs To Improve" and no follow-up rating is submitted at the end of the six (6) month improvement plan period, as required in 5.4.4.4 of the contract, the unit member is assumed to meet standards. In the case of a probationary employee, when no evaluation is presented prior to the end of the probationary period, the employee is assumed to meet standards and automatically becomes permanent.

A) PERFORMANCE OF ESSENTIAL JOB DUTIES

- Provide your numerical ratings from 1-5 on FEEDBACK TABLE A based on the following rating standards.
- Use N/A only if the employee does not perform task.

FEEDBACK TABLE A - Essential Duties (See Evaluation Factors on previous page)		**N/A**	**1**	**2**	**3**	**4**	**5**
1	Job Duty: Click here to enter text. Comments: Click here to enter text.	☐	☐	☐	☐	☐	☐
2	Job Duty: Click here to enter text. Comments: Click here to enter text.	☐	☐	☐	☐	☐	☐
3	Job Duty: Click here to enter text. Comments: Click here to enter text.	☐	☐	☐	☐	☐	☐
4	Job Duty: Click here to enter text. Comments: Click here to enter text.	☐	☐	☐	☐	☐	☐
5	Job Duty: Click here to enter text. Comments: Click here to enter text.	☐	☐	☐	☐	☐	☐
6	Job Duty: Click here to enter text. Comments: Click here to enter text.	☐	☐	☐	☐	☐	☐
7	Job Duty: Click here to enter text. Comments: Click here to enter text.	☐	☐	☐	☐	☐	☐
8	Job Duty: Click here to enter text. Comments: Click here to enter text.	☐	☐	☐	☐	☐	☐
9	Job Duty: Click here to enter text. Comments: Click here to enter text.	☐	☐	☐	☐	☐	☐
10	Job Duty: Click here to enter text. Comments: Click here to enter text.	☐	☐	☐	☐	☐	☐
11	Job Duty: Click here to enter text. Comments: Click here to enter text.	☐	☐	☐	☐	☐	☐
12	Job Duty: Click here to enter text. Comments: Click here to enter text.	☐	☐	☐	☐	☐	☐
13	Job Duty: Click here to enter text. Comments: Click here to enter text.	☐	☐	☐	☐	☐	☐
14	Job Duty: Click here to enter text. Comments: Click here to enter text.	☐	☐	☐	☐	☐	☐
15	Job Duty: Click here to enter text. Comments: Click here to enter text.	☐	☐	☐	☐	☐	☐

B) WORK CHARACTERISTICS

- Provide your numerical ratings from 1-5 on FEEDBACK TABLE B based on the first page RATING STANDARDS
- Use the following factors to guide your ratings below for each characteristic.

WORK CHARACTERISTIC	***RATING FACTORS***	
Quality of Work	• Accuracy • Thoroughness and attention to detail	• Skill and performance of specialized or technical duties
Quantity of Work	• Amount of work performed	• Completion of work on schedule
Dependability/Reliability	• Follow-through	• Compliance with work instructions
Work Habits and Attitude	• Applying oneself to work • Acceptance of responsibility • Attention to safety, economy, and efficiency	• Acceptance of new ideas, suggestions, and constructive criticism • Orderliness in work • Appropriate dress for job assignment
Judgment and Initiative	• Performance in new situations; flexibility • Performance in emergencies	• Performance with minimum instructions • Recognition of limits of authority
Safety Rules	• Consistent adherence to all Safety Rules and Standard Operating Procedures	
Relationships with Others	• Cooperation with employees, administrators • Meeting and handling the public	• Working with students
Attendance and Punctuality	• Absences do not exceed allotted leave time	• Consistent observance of established working hours

FEEDBACK TABLE B - Work Characteristics (See Evaluation Factors above)		**1**	**2**	**3**	**4**	**5**
1	Quality of Work Comments: Click here to enter text.	☐	☐	☐	☐	☐
2	Quantity of Work Comments: Click here to enter text.	☐	☐	☐	☐	☐
3	Dependability & Reliability Comments: Click here to enter text.	☐	☐	☐	☐	☐
4	Work Habits & Attitude Comments: Click here to enter text.	☐	☐	☐	☐	☐
5	Judgment & Initiative Comments: Click here to enter text.	☐	☐	☐	☐	☐
6	Safety Rules Comments: Click here to enter text.	☐	☐	☐	☐	☐
7	Relationship with Others Comments: Click here to enter text.	☐	☐	☐	☐	☐
8	Attendance & Punctuality (If rating is less than meets standard, fill in a., b., c. below) a) number of absences: Click here to enter text. b) number of times late to work: Click here to enter text. c) number of times has left work early without approval: Click here to enter text.	☐	☐	☐	☐	☐

C) OVERALL PERFORMANCE

- Provide a rating from Unsatisfactory to Outstanding in FEEDBACK TABLE C based on the same rating standards as Section A that best reflects the supervisor's judgment of the employee's overall work performance through an appraisal of all the ratings given for the factors listed above
- Provide relevant comments for BOTH areas of strength and growth

FEEDBACK TABLE C - Overall Performance			
Instructions: Rate the employee's overall performance (select one rating below)			**Instructions:** Use this space to describe employee's strengths and weaknesses. Give examples of work well done and suggestions of improving performance. Attach additional sheets, if necessary.
Outstanding	☐		Areas of Strength: Click here to enter text.
Exceeds Standards	☐		
Meets Standards	☐		
Needs To Improve	☐		Areas for Growth: Click here to enter text.
Unsatisfactory	☐		

D) ACKNOWLEDGMENT & APPROVAL

- Provide your signature as the Rater
- List any other employees who provided input used in this evaluation
- Ensure that the employee provides acknowledgment of receipt signature

CLASSIFICATION OF POSITION

Are assigned job duties within the scope of the classification? Please review class description. If either party indicates "No," attach a statement of out-of-class duties to a copy of this form and send it to the Personnel Commission. Supervisor: ☐ Yes ☐ No Employee: ☐ Yes ☐ No

Rater's Signature (Supervisor) _____Date_____

List others who had input in evaluation, if any: Click here to enter text.

Reviewer's Signature (Dept. Head/Principal) _____Date_____

It is understood that in signing this performance evaluation report you do not imply agreement with the evaluation, but acknowledge having seen, discussed, and received a copy of this report. NOTE: The employee has 10 working days to attach a rebuttal, if desired, prior to this evaluation being filed in the employee's official personnel file.

Employee's Signature_____Date_____

APPENDIX 4

Classified Grievance Form

Date Filed:_____
(Must be 10-business days from occurrence or notification
OR; when grievant knew or reasonably knew of occurrence)

Employee_____ Classification_____

Division/Site_____ Section_____

Discussed Informally with_____ Date_____

Nature of Grievance_____

Desired Settlement_____

Grievance Representative_____

Signature_____

Level One – Immediate Supervisor

Date Received_____

Summary of Facts_____

Decision_____

Date_____ Signature_____

Title_____

Level Two – Superintendent

Date Filed:_____
(10-business days from receipt of Level One)

Summary of Facts_____

Decision_____

Date_____ Signature_____
Title_____

Level Three – Mediation

Date Superintendent Notified_____(10 Days from Conclusion of Level Two)
Meditator Named_____(10 Days from Notification)

Grievance Resolved at Mediation Level: Yes/No

Employee Signature	Employee Representative Signature	Management Representative Signature

Grievance Submitted to Arbitration: Yes / No

Date_____

Level Four – Arbitration

Date Superintendent Notified_____(10 Days from Level Two)
Arbitrator Named_____(5 Days from Notification)

Final Disposition

Grievance Resolved at Level_____

Employee Signature	Employee Representative Signature	Management Representative Signature

Grievance Submitted to Arbitration: Yes / No
If Yes, Grievance Appealed By_____ Date_____
Date of Arbitration Hearing_____Arbitrator_____
Arbitration Award for the District_____For the Employee_____
Date_____

Revised: 06/2015
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Revised: 05/2009, 02/2000 c:\msoffice\msword\mydocs\seiu\grievances\2009\grievanceform

APPENDIX 5

Santa Monica-Malibu Unified School District

Classified Human Resources, 1651 16th Street Santa Monica Ca, 90404

CLASSIFIED MONTHLY EMPLOYEE ASSIGNMENT SHEET

Reason for Assignment Sheet:

Employee Name:

School Site/Department:

Supervisor:

Job Class Title:

Start Date: **Probation Ending:**

Probationary Evaluation Dates: **1)** **2)** **3)**

Payrate: **Step:** **Range:** **Hrs per day**

Differentials (if applicable):

Work Calendar: **Assignment % based on 40hrs/week:**

Incremental Date to Move to next step: **Move to Step:**

Anniversary Date:

Qualifies for Health Benefits: **Qualifies for PERS:**

Acknowledgement of receipt of job description:

Employee Initials

***By signing below, I acknowledge and accept that all of the information provided above is acceptable and accurate.**

Comments:

X _____

Date Signed: _____

APPENDIX 6

Santa Monica-Malibu Unified School District
Review of Supervisor Performance

Supervisor:_____ Site:_____

Department:_____ Date:_____

Directions: You are being asked to review the performance of your immediate supervisor. Please review for yourself the laws, agreements, contracts and policies and procedures that govern all individuals working within the Santa Monica-Malibu Unified School District. Please rate your supervisor in each section based on your personal experiences with your immediate supervisor. Give supporting opinions and comments in the sections you believe are areas of strength and growth for your supervisor.

Example #1: Leadership: Provides positive leadership which promotes growth and productivity within the department. Mr. Jones makes every effort to acknowledge each staff member's commitment to the team's effort. When delegating specific tasks, he is courteous and polite, and never fails to say "Thank you".

Example #2: Leadership: Does not foster an atmosphere conducive to positive and productive work flow. Does not view staff as capable and intelligent team members. Mr. Smith often openly criticizes staff in the presence of others. He speaks in harsh tones and insults staff in the language and verbiage he uses, such as "….any idiot knows that!"

Supervisory Functions and Responsibilities Ratings: A = Always O = Often S = Sometimes R = Rarely and N = Never

Review of Supervisory Skills and Abilities:	A	O	S	R	N
Leadership:					
Provides positive leadership and direction to staff.	☐	☐	☐	☐	☐
Promotes and fosters productivity among staff.	☐	☐	☐	☐	☐
Promotes personal growth within department/site using evaluation process.	☐	☐	☐	☐	☐
Personnel Management:					
Coordinates work load and delegates appropriately.	☐	☐	☐	☐	☐
Works to problem-solve departmental/site issues in a timely manner.	☐	☐	☐	☐	☐
Management style is consistent to ensure stability and uniformity of department/site.	☐	☐	☐	☐	☐
Is easily accessible to staff.	☐	☐	☐	☐	☐
Interpersonal Communication (written and verbal):					
Communicates/relates to staff respectfully.	☐	☐	☐	☐	☐
Communicates/relates to staff effectively.	☐	☐	☐	☐	☐
Written communication(s) are legible and comprehended with ease.	☐	☐	☐	☐	☐
Develops departmental/site cohesiveness (monthly meetings, memos, etc.) for uniform understanding of objectives, goals, future projects, deadlines, and procedural changes.	☐	☐	☐	☐	☐
Is fair and impartial when resolving misunderstanding(s), miscommunication(s) and conflict(s) within the department/site.	☐	☐	☐	☐	☐
Knowledge of:					
Work Performed by Subordinates:					
Understands overall functions of the tasks/duties of staff.	☐	☐	☐	☐	☐
Understands skill(s) required to perform such tasks and duties.	☐	☐	☐	☐	☐
Understands safety procedures of tasks and duties staff is required to perform.	☐	☐	☐	☐	☐
Department Policy and Procedures					
Familiar with and understands District policy(s) and procedure(s) as they relate to the safety and well-being of all District employees, students and site locations.	☐	☐	☐	☐	☐
Upholds and maintains District policy(s) and procedures(s) and communicates policy(s) and procedure(s) to staff as needed.	☐	☐	☐	☐	☐
Contract Agreement Between SMMUSD and SEIU Local 99:					
Familiar with and understands contract agreement between SMMUSD and SEIU Local 99 as it relates to unit members' rights and responsibilities.	☐	☐	☐	☐	☐
Upholds and complies with contract agreement of unit members.	☐	☐	☐	☐	☐
Job Description of Immediate Staff:					
Understands job descriptions of his/her immediate staff, and respects boundaries and limitations of specific functions performed by staff.	☐	☐	☐	☐	☐

Comments (for more space, please attach a separate sheet of paper):_____

_____

APPENDIX 7

Santa Monica - Malibu Unified School District

COMP TIME

Site and District Tracking Form

Employee Name:_____ **Date:**_____

Site/Department:_____

Supervisor:_____

In accordance with the current negotiated agreement between Santa Monica-Malibu Unified School District (SMMUSD) and Service Employees International Union (SEIU) under Article 4 Hours of Employment (4.3.1.1 through 4.3.1.5), all COMP TIME hours shall be recorded and monitored by the District to ensure that no unit member accumulates or maintains more than twenty-four (24) hours of COMP TIME at any given time. Any overtime work accumulated in excess of sixteen (16) hours must be paid to the employee. At the end of the fiscal year, all unit members shall be compensated (paid-out) for all of their unused and accumulated COMP TIME.

SECTION I COMP HOURS Forwarded:_____ Supervisor's Initials:

Date	Time From	To	Work Performed	# of Hours Worked	Converted Comp Hours	Cumulative Total

COMP HOURS(Forwarded):_____ + Newly earned COMP HOURS:_____ = New Total:

Section II

Date	Time Out From	To	Reason	# of Hours Out	Cumulative Total Time Used

Section III

New Total :_____ - Hours Used:_____ = Total COMP TIME Banked:_____*

***This total will be forwarded to the next form.**

Employee's Signature:_____Date:

Supervisor's Signature:_____Date:

Directions for completing the COMP TIME Tracking Form

Section I

1. Enter your current number of hours of COMP TIME (in your bank) in the COMP TIME (Forwarded) line.

   Example: COMP HOURS Forwarded: 12.50

2. Have your supervisor initial the balance entered for confirmation.

   Example: Supervisor's Initials: *SJ*

3. Provide all the required information in the table for any overtime you complete during a specific period (weekly or monthly) in the table provided. All information must be provided for documentation to have the time approved for COMP TIME banking or payment for over time.

Example:

Date	Time From	To	Work Performed	# of Hours Worked	Converted Comp Hours	Cumulative Total
05/11/01	5:00	6:30	Senior Letters	1.50	2.25	2.25
05/15/01	5:00	8:00	Senior Letters	3.00	4.50	6.75
05/21/01	5:0	6:3	Parent M g	5	5	9

SAMPLE

4. Add the newly accumulated COMP HOURS to the existing bank balance previously listed in the COMP HOURS (Forwarded) space.

   Example: COMP HOURS(Forwarded): **12.50** + Newly earned COMP HOURS**: 9.00** = New Total**: 21.50**

Section II

5. Provide documentation of all COMP HOURS used within the same period as Section I.

Example:

Date	Time Out From	To	Reason	# of Hours Out	Cumulative Total Time Used
05/25/01	8:00	5:00	COMP DAY	8.00	8.00
05/31/01	2:00	5:00	Dr. Appt.	3.00	11.00

Section III

6. Forward the New Total (from Section I) to the space provided. Subtract the total number of COMP HOURS used within the same period as Section I from the New Total to determine the final balance from

   New Total **: 21.50** - Hours Used**: 11.00** = Total COMP TIME Banked**: 10.50 ***

   ***This total will be forwarded to the next form.**

7. Sign and date the COMP TIME Tracking Form.

   Example: Employee's Signature: *Clara Barnes* Date: _____

8. Have your supervisor sign and date the COMP TIME Tracking Form.

   Example: Supervisor's Signature: *Samuel Jones* Date: _____

APPENDIX 8

Job Description of the SEIU Chief Steward

Classified Employee's Salary Range: A-42

BASIC FUNCTIONS:
Under the direction of the Santa Monica Malibu Unified School District (SMMUSD) Steward Council and SEIU Local 99 Field Representative, identify employer-employee matters affecting the classified staff; monitor the District's implementation of relevant employment rules, regulations, contracts, and bargained agreements; provide early intervention and resolution for potential conflicts between employees and the District; oversee union representation of members during evaluations, investigations, and disciplinary related matters; and represent Union interests in a variety of committees and meetings.

MINIMUM QUALIFICATIONS:
EDUCATION:

- High school diploma or recognized equivalent.

EXPERIENCE:

- Current permanent classified SMMUSD employee.
- Two (2) years of active and pro-active steward participation (in good standing) in Union-related matters within the District, including participation in one (1) or more Union/District committee(s).

LICENSES AND OTHER REQUIREMENTS:

- Has attended SEIU monthly Steward Council meetings at the Local (at least 4 per year).
- A valid Class C driver's license and the availability of private transportation or access to transportation between job sites is required.
- Some college-level coursework in labor relations, business communications, business law, or a related field is preferred.

REPRESENTATIVE DUTIES:
1. Performs a variety of complex and confidential administrative-level duties related to District compliance with the collective bargaining agreement (CBA), Merit Rules, memoranda of understanding (MOUs), local, state, and federal regulations, and District policies and procedures impacting classified employees.

2. Assists employees in understanding and navigating District policies and procedures related to the designated rights and responsibilities of the employee and the District.

3. Represents or assigns Union representation for employee disputes regarding complaints, evaluations, probation, investigations, disciplinary issues, and interactive meetings for work-related or personal injury/illness.

4. Prepares and delivers grievance packets with evidence and documentation; monitors grievance process through mediation and resolution, including arbitration proceedings as needed.

5. Attends all negotiation caucuses and processes as a permanent member of the SEIU/SMMUSD Bargaining Committee.

6. Attends labor management meetings and other committees (e.g. District LCAP meeting, District Safety Committee, Joint Health & Welfare Committee); makes presentations and reports on behalf of the Union; documents results to share with Steward Council and classified staff.

7. Develops and distributes agendas and meeting minutes for SEIU monthly meetings including Steward Council Meeting, Labor Management Team (LMT), Superintendent Meetings, and bi-weekly meetings with District's Assistant Superintendent, Human Resources.

8. Maintains historical records of meetings attended, actions taken, and the interpretation and application of employment rules, regulations, contracts, and bargained agreements.

9. Presents Union information at New Employee Orientation (NEO) meetings, processes new union memberships, and encourages active membership through direct contact with new hires and union members or indirect communication through site stewards.

10. Provides statements to press and the public regarding Union and employee positions related to District decisions and actions.

11. Performs related duties as assigned.

KNOWLEDGE OF:

- Terms and conditions of the current SMMUSD/SEIU Collective Bargaining Agreement (CBA)
- SMMUSD Merit Rules and other District and department policies and regulations
- SEIU Local 99 By-Laws
- California Education Code, Government Code, and other local, state, and federal laws, as applicable
- Public Employee Relations Board (PERB) processes and procedures
- Negotiation procedures and processes including Interest Based Bargaining (IBB)

ABILITY TO:

- Understand and interpret relevant employment rules, regulations, contracts, and bargained agreements.
- Work collaboratively in committees with diverse populations and opinions.
- Prepare detailed written documentation from meetings, committees, investigations, and employee evaluations and representations
- Organize and maintain historical records for at least seven (7) years.
- Communicate effectively orally and in writing for a variety of audiences and diverse settings.
- Utilize current technology for communication and correspondence.
- Conduct investigations and interviews including fact-finding inquiries related to employee complaints, issues, evaluations, and disciplinary matters.
- Mediate between employees and supervisors, and work to resolve matters and issues to the benefit of the employee and the District.
- Resolve issues and conflicts, exchange information, and continually develop communication between classified employees, certificated staff, supervisory, and management personnel.
- Work collaboratively with the District on resolutions including grievances procedures.

APPENDIX 9

SMMUSD – TRANSPORTATION DEPARTMENT

FIELD TRIP ASSIGNMENT FORM

ADDITIONAL ASSIGNMENT

Field Trip/Assignment #:		Next in Rotation		
Date _____ Pick Up Time _____ # of Buses: a)_____ b)_____ c)_____		Site Pick Up _____	Destination	
Seniority #	**Driver's Name**	**Available**	**Assigned**	**Comment(s):** Date/Time of Offer
01		Y / N	Y / N	
02		Y / N	Y / N	
03		Y / N	Y / N	
04		Y / N	Y / N	
05		Y / N	Y / N	
06		Y / N	Y / N	
07		Y / N	Y / N	
08		Y / N	Y / N	
09		Y / N	Y / N	
10		Y / N	Y / N	
11		Y / N	Y / N	
12		Y / N	Y / N	
13		Y / N	Y / N	
14		Y / N	Y / N	
15		Y / N	Y / N	
16		Y / N	Y / N	
17		Y / N	Y / N	
18		Y / N	Y / N	
19		Y / N	Y / N	
20		Y / N	Y / N	
21		Y / N	Y / N	
Next in Rotation				
Note:				
Drivers off list identified by ~~strikethrough~~				

Comment Codes:

#01 Overlaps Regular Assignment Time
#02 Turn Down
#03 Medical/Dental Appointment(s)
#04 Seniority/Rotation Satisfied
#05 Next Most Senior with Availability
#06 Received Previous Trip (Ref: Trip #)
#07 Open as Cover Driver
#08 Off Rotation List by Driver Request
#09 Off Rotation List (Other:_____)
#10 Trip Embedded in Run
#11 Bus Size
#12 Conflicts with Sixteen (16) Hour Time Limit
#13 Cancelled Trip
#14 Replacement Trip
#15 Other: Reason_____

Office Use Only		
_____ Cancelled Trip	_____ Last Minute Trip (Date: _____)	_____ Contracted Out

APPENDIX 10

REPORT OF ABSENCES

TO BE MAINTAINED AT THE SITE DATE: _____

NAME: _____ SCHOOL/DEPARTMENT: _____

DATE/DATES ABSENT _____

TOTAL DAYS/HOURS ABSENT: _____

PLEASE CHECK ONE:

☐	1.	Illness	☐	2.	Jury Duty	☐	3.	Personal Business (No Pay)
☐	4.	Conference	☐	5.	Personal Necessity (Paid)	☐	6.	Bereavement-Relationship:_____
☐	7.	Vacation	☐	8.	Work Injury	☐	9.	Comp. Time
☐	10.	Negotiations	☐	11.	Other (write in reason below)	☐	12.	Floating Holiday

REASON FOR ABSENCE / REMARKS: _____

Was a classified substitute provided? ☐ Yes ☐ No Account _____

NAME OF SUBSTITUTE _____ DATES SUB: _____

NAME OF SUBSTITUTE _____ DATES SUB: _____

NAME OF SUBSTITUTE _____ DATES SUB: _____

The above is true to the best of my knowledge.

EMPLOYEE _____ DATE: _____
(Signature)

SUPERVISOR _____ DATE: _____
(Signature)

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APPENDIX 11

SANTA MONICA – MALIBU UNIFIED SCHOOL DISTRICT
HUMAN RESOURCES

PROFESSIONAL GROWTH COURSE APPROVAL FORM
ONE COURSE PER FORM

An official course description must be attached for advance and/or final approval. Requests for final approval will only be accepted with an official transcript or document verifying your attendance. You will not be granted credit toward a Professional Growth increment until you submit this form with the proper documents. Failure to secure a prior approval (before you enroll in the course) leaves you subject to denial of credit for work completed. Upon approval, a copy of this form will be returned to you for your records. Please Note: Any on-line courses must be completed on non-work time, and must include a proof of completion and units/number of hours. For information regarding the Professional Growth Program, see the back of this form or refer to Article 18 of the current SMMUSD-SEIU Agreement.

SECTION I – EMPLOYEE INFORMATION

Name: _____ Work Location: _____

Classification: _____ Email: _____

SECTION II – COURSE INFORMATION

School/Institution: _____ Dept.: _____

Course Title: _____ Course #: _____

If offered by a college, number of Semester Units _____, or Quarter Units: _____

Otherwise, indicate number of required attendance hours: _____

Start Date: _____ End Date: _____

Briefly state why this course is related to your current job and/or plans for promotion:

_____
_____
_____

_____ _____
EMPLOYEE SIGNATURE DATE

+ + + HUMAN RESOURCES USE ONLY + + +

[ ] Advance approval is GRANTED for _____ points. [ ] Advance approval not requested

[ ] Advance approval is DENIED because: _____

Comments:_____

_____ _____
ASSISTANT SUPERINTENDENT, HUMAN RESOURCES DATE

[ ] Final approval is GRANTED for _____points, effective: _____

[ ] Final approval is DENIED because: _____

Comments:_____

_____ _____
ASSISTANT SUPERINTENDENT, HUMAN RESOURCES DATE

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APPENDIX 12

Santa Monica-Malibu Unified School District
Joint Committee on Health and Welfare Benefits
SEIU – SMMCTA – Management

The Santa Monica-Malibu Unified School District ("District"), Service Employees International Union Local 99 ("SEIU") and the Santa Monica-Malibu Classroom Teachers Association ("SMMCTA"), collectively known as "the Parties," agree to form a labor-management team called Joint Health and Welfare Benefits Committee ("Committee") as provided below:

I. Mission:

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

II. Scope of Authority:

A. To discuss, determine and articulate the interests of the Parties.

B. To review the District's health and welfare benefits program and recommend to the Parties any changes to the current program's benefits necessary to achieve the mission of the committee.

C. To review benefit providers in order to educate employees regarding plan options, including making recommendations that align to the mission of the committee. CalPERS requirements prohibit the District from recommending one or more health benefit providers. No such prohibition exists for SEIU or SMMCTA.

D. To sponsor annual education sessions for employees prior to Open Enrollment.

III. Negotiations

The District, SEIU and SMMCTA agree to seek the recommendations of the Committee prior to, and during periods in which the District is in negotiations. The Committee agrees to forward all recommendations, motions or proposals to the Superintendent, the Board of Education, and to collective bargaining teams for significant discussion and consideration in the negotiation process.

IV. Membership and Voting:

A. The committee shall be comprised of 10 members:

<u>Voting members:</u>
1. Three (3) members appointed by the District
2. Three (3) members appointed by SEIU
3. Three (3) members appointed by SMMCTA

<u>Non-voting members:</u>
4. Superintendent, or designee
5. SMMUSD Benefits Technician – *Ex Officio*

B. Co-Chairs:

The Superintendent, or designee, and one member from labor selected by the Committee, will serve as co-chairs.

C. Voting:

1. The Committee shall seek consensus on any recommendation, motion or proposal to be adopted by the committee.

2. If the Committee is unable to reach consensus, it must have two-thirds (2/3) + one (1) affirmative votes of the voting members at a meeting where a quorum is present.

3. A quorum is defined as five (5) of the nine (9) voting members present, with at least one member from each party.

D. The Parties may seek to enlist a third-party person(s) to provide information and to share expertise about health benefits. The person(s) may assist facilitating meetings, as necessary. Additional individuals may be included as determined by the committee.

V. Meetings:

A. The Committee will meet as frequently as deemed appropriate by the members of the Committee, but will meet no less than once per month. The Committee may determine to meet less frequently than once per month.

B. The District shall provide release time when meetings occur during the work day. For meetings that occur outside of the work day, the District shall compensate classified unit member employees at their hourly rate, and certificated unit member employees at the established hourly rate.

VI. Reporting:

On or before September 1st of each school year, the Committee will prepare a written report to the Superintendent, SEIU Chief Steward and SMMCTA President. This report will be an up-to-date summary of the Committee's work, including all recommendations, motions or proposals made by the Committee.

APPENDIX 13

SEIU and SMMUSD
Tentative Agreement

During collective bargaining, and with the recommendation of the Joint Committee on Health & Welfare Benefits, the Santa Monica-Malibu Unified School District ("District") and Service Employees International Union, Local 99 ("SEIU"), came to a Tentative Agreement regarding health benefits premiums for the 2020 benefit calendar year.

Specifically, for the 2020 benefit calendar year, January 1, 2020 through December 31, 2020, the District shall implement the employer-employee contribution structure as described below.

1. Except as stated in #2 below, the District shall contribute for employee health benefits an amount equal to the average of all premiums, or the full premium rate if the rate is less than the average.

   For the 2020 benefit calendar year, the averages of all 10-month premiums for single, two-party and family plans are:

1-Party	$808.50
2-Party	$1,617.00
Family	$2,102.10

2. For full-time employees who select CalPERS Choice (PPO) single-party, the District shall contribute an amount equal to the full premium. For the 2020 benefit calendar year, the CalPERS Choice (PPO) single-party 10-month premium is $852.35.

3. For benefit-eligible part-time employees, the employee-employer contribution structure will remain the same as in 2019.

4. SEIU and the District agree to continue the Joint Committee on Health and Welfare Benefits that was established in September, 2018 in a Memorandum of Understanding ("MOU") signed on September 7, 2018.

Cindy Johnston — For SEIU — 9/26/19 — Date

Robert Harrison — For SEIU — 9/24/19 — Date

Mark D. Kelly — For SMMUSD — 9/26/19 — Date

Ratified by SEIU on September 26, 2019