

**SEIU & SMMUSD
TENTATIVE AGREEMENT
December 18, 2017**

The following is a summary of the Tentative Agreement between Service Employees International Union Santa Monica Chapter Local 99 (SEIU) and the Santa Monica-Malibu Unified School District (SMMUSD) (“Parties”).

Article 1 - Term of Agreement

1. The term of the Agreement will be July 1, 2016 – June 30, 2018.
2. The Parties agreed to no further negotiations for 2017 – 2018.

Article 2 – Recognition

1. Updated, by unit, the list of classifications represented by SEIU.
2. The Parties agreed to allow any new classifications to be added to the list without further discussion, up until the time of publication of the Collected Bargaining Agreement.
3. Eliminated the list of excluded employees.

Article 3 – Workload

1. Altered language that articulates the goal of expeditiously filling of vacancies.
2. Establishes that Human Resources, the Personnel Commission (Director) and SEIU will meet to discuss vacancies that remain vacant after 30 business days.

Article 4 – Transportation Lunch Periods and Break

1. Added language specific to Bus Drivers that reflects the practices established by the District-SEIU Labor Management Team.

Article 5 – Evaluation Procedures

1. Permanent classified employees (bargaining unit) will be evaluated in their first full year of permanency and *every other year thereafter* [emphasis added].
2. The Parties adopted the current Personnel Commission evaluation template as the collectively bargained evaluation form.
3. Altered evaluation window. The evaluation window starts January 1 and ends ten (10) working days before the unit member’s work year.

Article 6 – Remediation Procedures

1. Positive progressive discipline includes determining disciplinary measures that are appropriate and proportionate to the conduct, i.e. may start on the step determined to be aligned to the severity of the conduct.
2. Clarified progressive discipline steps including clarifying titles of each step.

Article 8 – Transfers

Added section addressing Special Education transfers, similar to existing language for Food and Nutrition Services. Specifically, shortens the notice time to five days at the start of the school year until the first week in October.

Article 11 – Vacation

Minor alterations to language to remove reference to “department.”

Article 12 – Stewards

Changed language to allow for release time for the Chief Steward through the duration of the Agreement, rather than requiring annual authorization of the parties for it to continue.

Article 14 – Non-Discrimination

Updated protected classes to reflect classes identified in the California Government Code.

Article 16 – Wages

The Parties agreed to:

1. \$1,550 per FTE, one-time, off-schedule payment (e.g. full-time (100%) employee = \$1,550; half-time (50%) employee = \$775).
 - a. Individuals included to receive the payment are all permanent employees employed between July 1, 2016 and December 22, 2017, inclusive.
 - b. Individuals excluded from receiving payment are:
 - i. all non-permanent employees employed within defined time period;
 - ii. all employees who resigned in lieu of termination;
 - iii. all employees who were disqualified from probation; and,
 - iv. all employees terminated for cause.
2. “Me-too” on wages with SMMCTA if said amount is more than the off-schedule payment or an on-schedule percent increase during the term of the Agreement.

Article 19 – Special Provisions

1. The Parties agreed to minor modifications to District-approved form (Appendix 9) for managing Bus Driver overtime rotation.
2. Specifies that if an assignment arises or the last turn-down occurs within 96 hours of the trip, the next person on the rotation must give an immediate response to the overtime offer.
3. Added reference to Article 4.4.4 for Transportation Lunch Period and Breaks.

Article 29 – Working out of Class

1. Added language to allow the Director of Classified Personnel to determine the “next lower classification” and determine the seniority ranking in that classification.
2. Added language to allow the Director of Classified Personnel to work with supervisors to determine subsequent lower classification and seniority rotation if not person from the “next lower class” accepts a working out of class assignment.

Article 30 – Layoffs/Reduction of Hours

1. Changed “45 calendar days” notifications to “30 calendar days.”
2. Reduced the entire layoff process from 105 days to 90 days.

Agreements and Memorandums of Understanding (MOU)

1. SEIU committed to participating in discussions with the District on its budget reduction plan. (Agreement)
2. SEIU committed to participating on a joint health and welfare benefits committee with SMMCTA and Management. (Agreement)
3. The Parties agreed to meet on or before January 31, 2018, to “figure out” a strategy for systematic classification/compensation study, prioritization of classifications and timeline for completion. (MOU)