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**Collective Bargaining Agreement**  
  
**with**  
  
**Elk Grove Unified School District**

**July 1, 2022 – June 30, 2024**

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## **PREAMBLE**

Elk Grove Unified School District (District) and the National Union of Health Care Workers (NUHW), collectively referred to as “the parties,” have considered their mutual interests and have agreed to enter into this Agreement to establish this collective bargaining agreement between the parties.

## **ARTICLE 1 – AGREEMENT**

- 1.1 This is an Agreement made and entered into between the Elk Grove Unified School District (“District”) and the National Union of Healthcare Workers (“Union”).
- 1.2 This Agreement, when signed by the District and the Union, shall supersede all other contracts and shall represent the sole Agreement between the District and the Union.
- 1.3 Prior policies and practices of the District will continue during the term of this Agreement for unit members, unless they are unlawful or modified, by the express language of this Agreement.

## **ARTICLE 2 – RECOGNITION**

- 2.1 The District recognizes the Union as the sole and exclusive bargaining representative of an appropriate bargaining unit comprised of all part-time and full-time employees employed by the District in the classifications of Mental Health Therapists (MHT) and, Behavior Support Specialists (BSS).

Effective on July 1, 2021, Physical Therapists (PT), Occupational Therapists (OT), and Certified Occupational Therapy Assistants (COTA) shall be added to the NUHW bargaining unit collective bargaining agreement.

Substitute and short-term employees, who work less than 146.25 days each school year are not part of the NUHW bargaining unit.

- 2.2 For the classifications of OT, PT, and COTA, the District shall continue to utilize contracted service providers, to perform duties and provide services for students due to legal need. The Parties agree that the performance of such services and duties by contractors may overlap with the services and duties also performed by NUHW unit members. Should any new position or a position currently occupied by a NUHW unit member become vacant, the District shall make every effort to fill the vacancy with a new hire represented by NUHW. In the event that the District is unable to fill a vacancy, the District shall be able to utilize contracted service providers, provided that the District keeps vacancies posted until filled. The Parties also agree to meet and confer regarding recruitment efforts.

## **ARTICLE 3 – DISTRICT RIGHTS**

- 3.1 The explicit language of the other Articles of this Agreement shall take precedence over this Article in any dispute between the parties as to the violation, implementation, or interpretation of this Agreement.

All matters not within the scope of negotiations in Government Code 13540 et seq. and/or designated as rights shared with the Union 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:

- 3.2 Legal, operational, geographical and organizational structure of the District, including the chain of command, division, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
- 3.3 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;
- 3.4 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, services and activity functions assigned to such properties;
- 3.5 Services to be rendered to the public and to the District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standard of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services;
- 3.6 Utilization of personnel not covered by this Agreement, including, but not limited to, substitutes, consultants, confidential, and supervisory or managerial personnel, and the methods of selection and assignment of such personnel;
- 3.7 Educational policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admission, attendance, pupil transfers, grade level advancement, guidance, grading, testing, records, pupil health and safety, pupil conduct and discipline, transportation, food & nutrition services, extracurricular and co- curricular activities and emergency situations with respect to such matters;

- 3.8 Selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District; the assignment of unit members to any location and also to any facilities, classrooms, functions, activities, academic subject matter, grade levels, departments, tasks, or equipment; and the determination as to whether, when and where there is a job opening;
- 3.9 Job classification and the content and qualifications;
- 3.10 Duties within the job description and standards of performance of all employees; and whether unit members adequately perform such duties and meet such standards;
- 3.11 Dates, times and hours of operation, District facilities, functions and activities;
- 3.12 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties of all personnel with respect to such matters;
- 3.13 Rules, regulations and policies for students and the public; and
- 3.14 Termination or layoff of unit members, consistent with law, 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 provided this shall not be a waiver of the Union's rights to bargain the effects of layoffs.
- 3.15 All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District.
- 3.16 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, nor does the Union waive any rights guaranteed by law.
- 3.17 The District retains its rights to temporarily amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency.
- 3.18 An emergency for the purpose of this Article shall be an act of God, or natural disaster such as, but not limited to earthquakes, floods, severe fires, major attack, plague or a financial situation equivalent to one or all of the examples above.
- 3.19 In addition, the declaration of an emergency, which temporarily amends, modifies, or rescinds rights guaranteed under this Agreement shall be subject to judicial review.
- 3.20 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the reserved rights of the District is not subject to the grievance provisions set forth in Article 9. However, this provision does not prevent the grievability of shared rights if found in other language in the Articles of this Agreement.
- 3.21 It is understood and agreed that the District retains authority and responsibilities to direct, manage and control to the full extent of all laws the business of the District except as limited by the express terms of the contract to ensure the rights and educational opportunities of students and to maintain the efficiency of the District's operation.

## **ARTICLE 4 – NEGOTIATIONS**

### **4.1 Negotiations Procedures**

- 4.1.1 Negotiations shall take place at mutually agreeable times and places.
- 4.1.2 The Board and the National Union of Healthcare Workers may discharge their respective duties by means of authorized officers, individuals, representatives, or committees.
- 4.1.3 Union representatives shall not exceed six (6) when meeting for negotiations and processing of grievances, and will be granted reasonable release time, upon timely request, for union-related business. Every effort will be made by both parties to minimize the negative impact of release time on students.
- 4.1.4 Either party may utilize the services of outside consultants to assist in the negotiations.
- 4.1.5 The provisions of agreements shall not be interpreted or applied in a manner which is unlawful, arbitrary, capricious, or discriminatory. Rules which are designated to implement agreements shall be uniform in application and effect.

### **4.2 Calendar**

Upon final approval of school year calendars by the District, Human Resources shall notify NUHW.

### **4.3 Contract Distribution**

Upon ratification of agreements by both parties herein, the parties will work to finalize the collective bargaining agreement, and once finalized, the District will post the parties' collective bargaining agreement on the District website.

## **ARTICLE 5 – UNION RIGHTS**

### **5.1 Payroll Deduction for Membership Dues**

The District agrees to deduct Union dues from the wages of every union member via payroll deduction in the manner required by law.

The Union shall have the sole and exclusive right to receive the payroll deduction for regular membership dues consistent with law.

## 5.2 Hold Harmless

The Union shall reimburse the District, its officers and agents for reasonable attorney's fees and legal costs incurred, after notice to the Union, in defending against any court or administrative action challenging the legality of the organizational security, union dues and/or fees provision of this Agreement or the implementation thereof effective on the date that NUHW became the exclusive representative of unit members.

The Union agrees to reimburse, indemnify, defend and hold the District, its officers and/or agents, harmless against any and all award, compromise or damages, costs, claims, liability arising out of any court or administrative action challenging the legality of the union rights provisions of this Agreement or the implementation thereof or suits instituted against the District which allege illegality or unconstitutionality arising from its compliance with any of the provisions of this Article 5 or related to any unit member payments to the Union. The Union shall have the exclusive right to decide and determine which matters shall or shall not be compromised, resisted, defended, tried, or appealed.

## 5.3 New Employee Orientations

The parties agree that the District shall comply with the law, regarding new employee orientations and with Article 6.

- 5.4 At the time a new employee, who will be subject to this Agreement is hired, the District shall deliver to the employee: (1) a written notice stating that the District recognizes the Union as the collective bargaining representative for the employees covered by the Agreement; and (2) a Union membership and/or dues authorization form, as prepared by the Union. This written notice shall quote or paraphrase the provisions of this Article of the Agreement, and its content shall be mutually-agreed upon by the Parties. The District will also provide each new employee with a list, also prepared by the Union, of current shop stewards, their departments and/or work areas, telephone numbers and personal email addresses, if available.

## 5.5 Deduction of Union Membership Dues

Upon receipt of an employee's signed membership or other authorization form, including an authorization consistent with the Uniform Electronic Transactions Act, the District will deduct the appropriate dues from the employee's pay, as established and as may be changed from time to time by law and the Union, and remit such dues to the Union.

The District will remit the dues deducted pursuant to this Agreement promptly, but not later than ten (10) days following the date of the payroll from on which they are deducted. Simultaneous with remittance of the funds, the Employer will provide electronically (by emailing a spreadsheet or by other means) supporting documentation for the funds remitted which shall include the employee's full name; employee ID number; amount remitted in each category (i.e., dues); employee status (e.g., full-time, part-time), wage rate; and number of hours worked in the pay period. If no payment is transmitted for an employee, an explanation will be included with effective date (e.g., terminated, leave of absence, out of bargaining unit).

## **ARTICLE 6 – NEW EMPLOYEES, ORIENTATION, EMPLOYEE LISTS**

- 6.1 During new hire group orientation for new employees, the District will allow a representative of the Union up to one (1) hour during the final period of such group program, to discuss the Union and the terms of this Agreement. In the event the Union assigns a shop steward to attend this orientation, the steward shall be released from work without loss of pay to participate in the session. Implementation of this section shall not result in overtime pay.
- 6.2 The District will provide to the Union electronically (by emailing a spreadsheet or by other means) and in encrypted format the following information no later than the fifth (5th) of each month:
  - 6.2.1 List of all employees in the bargaining unit, including full name, employee ID number, home address, home phone number, cell phone number, personal email address, department, classification, classification code, shift, wage rate, status (e.g., regular full-time, regular part-time), and date of hire; and
  - 6.2.2 List of all newly hired employees, including, if available, full name, employee ID number, home address, home phone number, cell phone number, personal email address, department, classification, wage rate, and date of hire.

## **ARTICLE 7 – UNION COMMITTEE ON POLITICAL EDUCATION**

- 7.1 The District hereby agrees to honor voluntary Committee on Political Education (COPE) contribution deduction authorizations from its employees who are Union members, and to remit such COPE contributions to the Union.
- 7.2 The Union agrees to reimburse, indemnify, defend and hold the District, its officers and/or agents, harmless against any and all award, compromise or damages, costs, claims, liability arising out of any court or administrative action challenging the legality of the COPE deduction provisions of this Agreement or the implementation thereof or suits instituted against the District which allege illegality or unconstitutionality arising from its compliance with any of the provisions of this Article 7. The Union shall have the exclusive right to decide and determine which matters shall or shall not be compromised, resisted, defended, tried, or appealed. The Union will hold the District, its agents and representatives, harmless against any claim which may be made by any person because of the COPE deductions described herein, including the cost of defending against such claim. The Union will have no monetary claim against the District because of failure to perform under this Article.



## **ARTICLE 8 – UNION ACCESS AND INFORMATION RIGHTS**

- 8.1 The Union's representatives shall be permitted by the District to transact Union business on the premises of the District during working hours; but at no time shall representatives delay or disrupt any District employee, contractor, District agent or representative at work and/or any student. Union representatives are required to sign in when on District school sites and facilities consistent with District visitor policies and procedures.
- 8.2 Consistent with law, the Union shall have the right of access at reasonable times to areas in which employees work, the right to use bulletin boards, and mail boxes, subject to reasonable regulations, and the right to use district facilities at reasonable times for the purpose of meetings concerned with the rights guaranteed in this agreement.
- 8.3 Within a reasonable period of time and consistent with federal and California law exemptions and limitations, the Union shall be provided information, statistics, and records which are relevant to negotiations or necessary for the enforcement of this agreement. Information will not be provided in any form other than normally available.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

### **9.1 Definitions**

- 9.1.1 A "grievance" is an alleged violation, misinterpretation or misapplication of the express terms of this agreement which directly and adversely affects the grievant. Actions to challenge or change the terms of this agreement shall not be considered a grievance. Matters for which a specific method of review or forum is provided by law or by the terms of this agreement are not within the scope of this procedure.
- 9.1.2 A "grievant" is a member or members of the bargaining unit and/or the Union.
- 9.1.3 A "day" is any day during which the District Office is open for business.
- 9.1.4 A conferee may be an administrator, district staff member, district counsel, employee counsel, or a representative of the NUHW.

### **9.2 Informal Level**

- 9.2.1 Before filing a formal written grievance, the grievant shall seek a resolution by an informal conference with the immediate supervisor or their District designee.

### **9.3 Formal Level 1 – Immediate Supervisor or District Designee**

- 9.3.1 If informal discussion fails to resolve the grievance to the satisfaction of the grievant, a formal grievance may be initiated in writing no later than ten (10) working days after the last informal discussion.

- 9.3.2 The formal document shall present a clear and concise statement of the grievance, citing specific sections of the agreement allegedly violated, misinterpreted or misapplied, the circumstances involved, and the specific remedy sought. The document shall be signed by the grievant, date and time of presentation affixed thereto and signed as received by the immediate supervisor.
- 9.3.3 Within ten (10) working days after the filing of the formal grievance, the immediate supervisor or District designee shall investigate the grievance and render his/her decision in writing to the grievant. Either the grievant or the Superintendent/designee may request a personal conference within the above time limits.
- 9.4 Level 2 – District Level
- 9.4.1 If the grievant is not satisfied with the decision rendered at Level I, he/she may appeal the decision within ten (10) working days to the Superintendent or his/her designee. The grievant shall file a copy with the Union.
- 9.4.2 The appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reason for the appeal.
- 9.4.3 Within ten (10) working days after the appeal is filed, the Superintendent or his/her designee shall investigate the grievance and give his/her decision in writing to the grievant. Either the grievant or the Superintendent/designee may request a personal conference within the above time limits.
- 9.5 Level 3 – Mediation
- 9.5.1 Within ten (10) working days after receipt of the Superintendent/designee decision, the Union on the behalf of the aggrieved may request in writing that the grievance be submitted to mediation.
- 9.5.2 The Associate Superintendent for Chief Human Resources Officer shall request that the State Mediation and Conciliation Service send a mediator to the District to attempt to resolve the disagreement.
- 9.5.3 Both the District and the Union shall participate in the mediation process in a good faith attempt to resolve the issue.
- 9.5.4 All costs of the mediation process shall be shared by the District and the Union equally.
- 9.6 Level 4 – Arbitration
- 9.6.1 Within ten (10) working days after receipt of the Superintendent/designee decision, the aggrieved may request in writing to the Union, the grievance be submitted to advisory arbitration.

- 9.6.2 The Union, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the aggrieved person, may submit the grievance to advisory arbitration. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator first, prior to hearing the merits of the grievance. If the arbitrator determines that the grievance is not subject to the arbitration, there shall be no further hearing on the merits of the grievance.
- 9.6.3 The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within twenty (20) days of the Union's or District's submission of the grievance to arbitration, submission of the grievance shall be made to the American Arbitration Association for the selection of an arbitrator and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- 9.6.4 The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted.
- 9.7 Powers and Limitations of the Arbitrator
- 9.7.1 The arbitrator shall consider only those issues which have been properly carried through prior steps of the grievance procedure. The arbitrator shall afford district representatives, and the employee(s) or his/her representatives involved, a reasonable opportunity to present evidence, witnesses and arguments.
- 9.7.2 The jurisdiction of the arbitrator shall be confined to a determination of the facts and the interpretation of the provisions of this agreement.
- 9.7.3 The arbitrator shall have no power to disregard, add to, subtract from, or modify the terms of this agreement.
- 9.8 Decisions of the arbitrator shall be advisory to the District Board of Education. The District Board of Education shall make the final decision regarding the grievance.
- 9.9 General Provisions
- 9.9.1 At any step in this procedure, excluding the informal level, the grievant may be represented by a conferee of his/her choice.
- 9.9.2 If District fails to respond to a grievance within the time limits specified for that level, grievant shall have the right to appeal to the next level.
- 9.9.3 Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Time limits may be shortened or extended by written stipulation of both parties.
- 9.9.4 Grievants shall have the right to a conference with the appropriate administrator designated by the District, at each level. The failure to request a conference shall not affect the position of the grievant, the status of the grievances, or the decision rendered.

- 9.9.5 An employee who wishes to have a grievance heard under this procedure shall initiate action within twenty (20) working days from the time he/she had knowledge or should have had knowledge of the act or omission giving rise to the grievance.
- 9.9.6 Reasonable release time to attend conferences and arbitration hearing shall be granted to a grievant and/or conferee.
- 9.9.7 All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 9.9.8 All parties to the grievance will make available to other parties involved appropriate information not privileged under the law in its possession or control which is relevant to the issues raised by the grievance.
- 9.9.9 A grievance must be initiated prior to the termination date of the contract.
- 9.9.10 All costs for the services of the arbitration shall be borne equally by the District and the Union. Costs by individual parties shall be borne by the party.
- 9.9.11 The District shall have the right to grieve according to this procedure.
- 9.9.12 The parties agree that the content of evaluations, unit member discipline, and matters within Article 3, District Rights shall not be grievable.
- 9.9.13 The parties agree the unit member discipline shall be subject to District board policy and Education Code requirements. Unit member discipline shall not be subject to the grievance procedures.

## **ARTICLE 10 – HOURS**

### 10.1 Work Year (Mental Health Therapists and Behavior Support Specialists)

The work year for all Behavior Support Specialists and Mental Health Therapists shall be 217 days, which includes, one hundred and ninety four (194) duty days, eleven (11) annual vacation days, and twelve (12) holidays, and shall be approved by the employee's supervisor.

### 10.2 Work Day

The work day for all employees shall be established and regularly fixed by the District. The District may periodically change an employee's established work day so long as such changes are based on legitimate business needs.

### 10.3 Work Week

The work week for all unit members shall consist of five (5) work days, normally Monday through Friday. The work week for full-time employees shall be forty (40) hours, typically rendered in units of eight (8) hours, unless the unit member's supervisor and unit member both agree to modify the number of hours worked each day, and provided that the total hours worked each work week equals 40 hours for full time employees.

10.3.1 All unit members shall work an eight (8) hour day, exclusive of an unpaid duty-free thirty (30) minute lunch period. For example, 8:00 a.m. to 4:30 p.m. is an 8-hour employee work schedule that includes a 30-minute duty free, unpaid lunch.

10.3.2 Physical Therapists, Occupational Therapists, and Certified Occupational Therapy Assistants assigned to a cross-track, year-round calendars, shall typically work five (5) work days, normally Monday through Friday and forty (40) hours per week, unless such unit member's supervisor agrees to modify the number of hours worked each day and each week to maximize service to students.

### 10.4 Lunch Period

All employees regularly assigned to work more than six (6) hours per day shall have a duty-free, unpaid lunch period of not less than thirty (30) minutes. The lunch period shall occur approximately at the midpoint of the shift. Lunch periods are to be taken each day and cannot be skipped without prior approval from the employee's supervisor.

### 10.5 Overtime

Pursuant to Education Code section 45127(b), bargaining unit members are exempt from compensation for overtime in excess of eight hours in one day, provided that hours worked in excess of 40 in a calendar week shall be compensated on an overtime basis. The District shall provide compensation for overtime work in excess of 40 hours in a calendar week in accordance with the applicable state and federal laws. A unit member who works overtime shall be paid an overtime rate of not less than one and one-half times his/her/their regular rate of pay. Overtime must be pre-approved or ordered in advance by the employee's immediate supervisor and/or the Superintendent.

### 10.6 Work Year (Physical Therapists, Occupational Therapists, and Certified Occupational Therapy Assistants)

- a. Annual Salary Based on 215 Paid days. The work year and paid days for all Physical Therapists, Occupational Therapists and Certified Occupational Therapy Assistants shall be two hundred and fifteen days (215) paid days which includes one hundred and eighty-seven (187) duty days, twelve (12) vacation days, and sixteen (16) holidays. The annual salaries included in Salary Schedule #32 for all Physical Therapists, Occupational Therapists and Certified Occupational Therapy Assistants includes the two hundred and fifteen (215) paid days.

- b. Eleven Additional Vacation Days. In addition. Physical Therapists, Occupational Therapists and Certified Occupational Therapy Assistants shall receive an additional eleven (11) days of vacation that will be paid out at the end of the school year, if the eleven (11) additional vacation days are not used as vacation days during their work year. These additional (11 days) of vacation may be taken and applied to the 187 duty days, per prior approval at least two (2) weeks in advance by the immediate supervisor.
- c. For less than full-time and full year Physical Therapist, Occupational Therapist, and Certified Occupational Therapy Assistant unit members, vacation and sick leave accrual and usage shall be prorated.
- d. Two (2) days of the one hundred eighty-seven (187) duty days will be designated as a pre-service day for mandatory trainings, district-mandated professional development, and site collaboration and preparation. The assignment of the pre-service day for Physical Therapists, Occupational Therapists and Certified Occupational Therapy Assistants site's pre-service day calendar.
- e. For Physical Therapist, Occupational Therapist, and Certified Occupational Therapy Assistant unit members, their work year and holidays are calculated, accrued, and used differently as compared to the terms of the Parties' collective bargaining agreement applicable to Mental Health Therapists and Behavior Support Specialists. Mental Health Therapists and Behavior Support Specialists shall accrue and use vacation consistent with Article 16, Vacation.

#### 10.7 Speech and Language Pathology Assistants (SLPA)

- a. Annual Salary based on 215 Paid Days. The work year for all Speech and Language Pathology Assistants (SLPAs) shall include two hundred and fifteen (215) paid days which includes one hundred and eighty-seven (187) duty days, twelve (12) vacation days, and sixteen (16) holidays. For less than full-time and full year SLPA unit members, vacation and sick leave accrual and usage shall be prorated. The annual salaries included in Salary Schedule #32 for Speech and Language Pathology Assistants includes the two hundred and fifteen (215) paid days.
- b. Additional Eleven Vacation Days. The Parties agree to add Speech and Language Pathology Assistants and their additional eleven days (11) of vacation to Article 16.6 of the Parties' collective bargaining agreement regarding vacation. These additional (11 days) of vacation may be taken and applied to the 187 duty days, per prior approval at least two (2) weeks in advance by the immediate supervisor.
- c. Salary Schedule. Effective July 1, 2024. SLPA unit members shall be paid based on the attached new 2024-2025 NUHW salary schedule.

## ARTICLE 11 – WORKING CONDITIONS

### 11.1 Safety

- 11.1.1 Any assault or battery upon school personnel, or any threat of force or violence directed toward school personnel, which is related to school activity or school attendance, shall be reported by employees to their Immediate Supervisor. Employees shall complete written reports required by the District relating to the safety issues.
- 11.1.2 Employees shall be responsible for submitting written recommendations to the District regarding the maintenance of safe working conditions, facilities and equipment, repairs and modifications.

### 11.2 Adequate Space

The District and the Union realize that the best solution to facilities issues is adequate space in our schools for support functions. However, the District and Union realize that the best solution may not always be available and that the provisions of this section shall be reviewed and discussed as described in Article 23 of the collective bargaining agreement and are not grievable.

### 11.3 Probationary Period

The probationary period for all new employees shall be a period of six (6) months of probationary service or 130 days of paid service in a classification, whichever is longer in a class.  
An employee who is serving the District in a position will become a regular or permanent employee after the probationary period has been served.

### 11.4 Leads

- 11.4.1 Each school year, the Director of Student Support and Health Services or designee shall assign one Mental Health Therapist to perform responsibility factor duties of a unique nature pursuant to Education Code Section 45182. The responsibility factor duties shall include duties and responsibilities as assigned by the Director of Student Services and Support or designee. The selection of the Mental Health Therapist each school year is within the discretion of the District.
- 11.4.2 The Mental Health Therapist selected to perform responsibility factor duties of a unique nature shall receive a 5% differential allowance above their current salary schedule placement for the school year.
- 11.4.3 Behavior Support Lead. Effective July 1, 2021, and each school year, the Director of Student Support and Health Services or designee shall assign one Behavior Support Specialist to perform lead duties as identified by the Director of Student Support and Health Services. The selection of the Lead Behavior Support Specialist each school year is within the discretion of the District.

11.4.4 Each school year, the Director of Special Education or designee shall assign one Physical Therapist and Occupational Therapist to perform lead duties as identified by the Director of Special Education. The selection of the Lead Physical Therapist and Occupational Therapist each school year is within the discretion of the District.

11.5 Mileage Reimbursement

11.5.1 Behavior Support Specialist, Physical Therapist, Occupational Therapist, Certified Occupational Therapy Assistant unit members shall be reimbursed for actual mileage for travel between school sites and district sites consistent with board policy and regulations.

11.5.2 Instead of a reimbursement for actual mileage, Mental Health Therapist unit members shall receive a mileage stipend of one hundred and ten dollars (\$110) per month, not to exceed the value of one thousand, one hundred dollars (\$1,100) per fiscal year.

## **ARTICLE 12 – TRANSFER**

12.1 Advertisement of Vacancies

12.1.1 When a vacancy occurs, an announcement of the vacancy shall be made first within the District. The announcement will be posted electronically no fewer than ten (10) work days prior to the filing deadline. The electronic announcement will include all relevant information regarding the vacancy.

12.1.2 Such electronic information to include: location of the vacancy; description of the vacancy; and experience requirements; starting date; application deadline; interim or permanent nature of vacancy.

12.2 Voluntary Transfers

12.2.1 Mental Health Therapists, and Behavior Support Specialists, and effective upon ratification of this agreement, Physical Therapists, Occupational Therapists, and Certified Occupational Therapy Assistants may request a transfer to or out of a school assignment for the following school year by the following procedure: Mental Health Therapists, and Behavior Support Specialists, and effective upon ratification of this agreement, Physical Therapists, Occupational Therapists, and Certified Occupational Therapy Assistants will submit a written request to their immediate supervisor.

12.2.2 Transfer requests will be considered in terms of two criteria:

- a. Meeting the qualifications as outlined in the job description.
- b. The needs of students, programs and the District.



12.2.3 When a transfer request does not result in a transfer, the Mental Health Therapist or Behavior Support Specialist, and effective upon ratification of this agreement, the Physical Therapist, Occupational Therapist, and/or Certified Occupational Therapy Assistant shall be provided with a written description of the specific reason(s) within ten (10) days of the receipt of the request by their immediate supervisors.

12.3 Involuntary Transfers

12.3.1 The District has the right to transfer employees from one position to another for the purpose of addressing the needs of students and District programs. Such transfers shall be for the purpose of meeting the task-related needs of the District and shall not be punitive or disciplinary in purpose.

12.3.2 When employees are transferred under this section, if requested, they shall be given the reasons for such transfers in writing.

12.3.3 Mental Health Therapists' and Behavior Support Specialists' and effective upon ratification of this agreement, Physical Therapists', Occupational Therapists', and Certified Occupational Therapy Assistants' preferences for assignment and school location will be considered.

12.3.4 Every effort will be made to keep interested employees informed of staffing decisions as they are finalized.

## **ARTICLE 13 – PERSONNEL RECORDS**

13.1 An employee of the District shall have the right to review the contents of his/her own personnel files maintained in the District's Human Resources department. A designated employee organization representative may, at the employee's request, accompany him/her in this review.

13.2 An employee shall be provided a copy of all derogatory material before it is placed in his/her personnel file. He/she shall also be given an opportunity to initial and date the material and to prepare a written response to such derogatory materials within ten (10) working days of receipt of the materials. The person or persons who draft and/or place derogatory material in an employee's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file. The employee's written response shall be attached to the material.

13.3 All personnel files will be considered confidential consistent with and as permitted by the law.

## **ARTICLE 14 – EVALUATIONS**

- 14.1 Evaluations of employees shall be conducted according to the provisions of this Article and according to any applicable law.
- 14.2 Evaluation shall be conducted by the unit member's immediate supervisor or designee.
- 14.3 Any and all evaluations of an employee shall be signed and dated by the evaluator and shall be signed by the employee. The signature of the employee shall not be taken to mean that he/she/they agrees with said evaluation; but rather, shall mean that the employee has had an opportunity to read the evaluation.
- 14.4 For any area found to be deficient, an evaluation report shall be attached which lists the recommendations of improvement. Such recommendations may include special in-service training assistance for district resources, observations of other school Mental Health Therapists, Behavior Support Specialists, and Physical Therapists, Occupational Therapists, Certified Occupational Therapy Assistants, or other specific recommendations by the evaluator as may be necessary.
- 14.5 Employees shall have the right, within 10 working days of the signing of the evaluation, to submit a formal written statement regarding items found in any evaluation. This statement, if any, shall be attached to the appropriate evaluation.

## **ARTICLE 15 – UNIT MEMBER SAFETY**

- 15.1 Employees shall not be required to work under unsafe or hazardous conditions, which endanger their health, safety, or well-being. Employees shall immediately report unsafe or hazardous conditions to their immediate supervisor.
- 15.2 Consistent with law, an employee may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
- 15.3 Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior and to local law enforcement agencies.

## ARTICLE 16 – VACATION

### 16.1 Vacation Eligibility (MHTs and BSSs)

- 16.1.1 All MHT and BSS employees shall earn paid vacation time as provided under Sections 16.2 and 16.3.
- 16.1.2 The term and duration of employment to be used for determining vacation time shall be based on the time served by the MHT and BSS employees during the fiscal year. For purposes of this Article, the fiscal year is defined as the period from July 1 to June 30.
- 16.1.3 For vacation computation purposes, a month shall be interpreted as more than one-half (1/2) the normal working days of a regular employees' work month.

### 16.2 Vacation Accrual (MHT and BSS)

- 16.2.1 All full-time MHT and BSS employees shall earn paid vacation time as follows:
- 16.2.2 Accrual Rate. Full time unit members, who are employed as Behavior Support Specialists and Mental Health Therapists, shall accrue one day per month that they work for a total of eleven (11) vacation days each school year. For work year scheduling purposes, credit for annual vacation days need not be accrued prior to taking vacation days each school year. Consistent with Section 16.4. Vacation days shall not be taken when students are present based on the unit member's instructional calendar assignment. Vacation days are a part of the 217 day work year described in section 10.1 of the collective bargaining agreement.
- 16.2.3 Part-time and part-year MHT and BSS employees shall be entitled to vacation on a pro rata basis.

### 16.3 Vacation Scheduling (MHT and BSS)

Unit members shall endeavor to not take vacation when students are present based on the unit member's instructional calendar assignment. The District shall attempt to schedule vacations at times requested by employees on non-student days so far as possible within the District's work requirements and program needs. Each employee's vacation schedule must be approved at least two (2) weeks in advance by his/her/their immediate supervisor.

If a unit member seeks to alter their annual work calendar, they will request to do so with their immediate supervisor as far in advance as possible

### 16.4 Other Requirements

- 16.4.1 Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.
- 16.4.2 If an employee is terminated or otherwise leaves employment with the District and had been granted vacation which was not yet earned at the time of termination, the District shall deduct from the employee's final check(s) the full amount of salary which was paid for unearned days of vacation taken.

- 16.4.3 Subject to the terms and conditions of Article 16.4.5 , upon separation from service, employees shall be entitled to lump-sum compensation for all earned and unused vacation, except that employees who have not completed six months of employment in regular status shall not be entitled to such compensation.
- 16.4.4 Accrued vacation shall be taken annually, within the fiscal year earned, and no part thereof shall be accumulated or carried over to a later year except if an employee is not permitted to take the employee's full annual vacation. If an employee is not permitted to take his/her/their full annual vacation, the amount not taken shall accumulate for use in the next year, be paid for in cash, or be paid as a combination of accumulated vacation and cash, at the District's option.
- 16.4.5 No more than ten (10) days of accrued, unused vacation may be carried forward to the next fiscal year. In no case shall accrued, unused vacation days exceed twenty (20) in any fiscal year. For those MHT and BSS employees who have accumulated more than twenty (20) vacation days by the end of the fiscal year, the employee shall either take the vacation days in excess of twenty (20), or the excess accrued vacation will be paid out, at the District's option.
- 16.4.6 A MHT or BSS employee granted vacation leave shall be compensated at his/her/their regular rate of pay at the time the vacation is taken. If a paid holiday falls at a time when employees are on paid vacation status, they shall be compensated for that day as a holiday, rather than a day of vacation. For the efficiency of the District operations, an employee may be required to accept monetary compensation in lieu of paid vacation leave.

16.5 Absence Reporting

Each unit member shall sign off on a monthly absence report summary verifying vacation and sick leave usage.

16.6 Vacation Accrual (OTs, PTs, and COTAs)

All full-time OT, PT and COTA employees shall earn paid vacation time as follows:

- 16.6.1 Accrual Rate. Each school year and for each month worked, full time unit members, who are employed as OTs, PTs and COTAs, shall accrue a total of 15.33 hours per month for a total of 23 vacation days each school year. For work year scheduling purposes, credit for annual vacation days need not be accrued prior to taking vacation days each school year.
- 16.6.2 Part-time and part-year OT, PT, and COTA employees shall be entitled to vacation on a pro rata basis.

16.6.3 Vacation Scheduling (OT, PT and COTA). Prior to the start of the school year, OT, PT and COTA unit members will identify their duty days on student days and will identify their twelve vacation days on non-student days on their annual work calendar for review and prior written approval by their immediate supervisor. Each employee's vacation schedule must be approved at least two (2) weeks in advance of the fiscal year by his/her/their immediate supervisor. If a unit member seeks to alter their annual work calendar, they will request to do so with their immediate supervisor as far in advance as possible.

16.6.3.1 Consistent with Education Code section 45197, upon separation from service, employees shall be entitled to lump-sum compensation for all earned and unused vacation, except that employees who have not completed six months of employment in regular status shall not be entitled to such compensation.

16.6.3.2 An OT, PT and COTA employee granted vacation leave shall be compensated at his/her/their regular rate of pay at the time the vacation is taken. If a paid holiday falls at a time when employees are on paid vacation status, they shall be compensated for that day as a holiday, rather than a day of vacation. For the efficiency of District operations, an employee shall be required to accept compensation for their accrued and unused vacation in lieu of paid vacation leave as of May 31st of each year.

16.6.3.3 OT, PT, and COTA employees, who have an accrued and unused vacation time balance on December 31, 2021, may choose to not cash out their accrued and unused vacation time earned through December 31, 2021. For vacation time accrued after December 31, 2021, and for the efficiency of District operations, such employees shall be required to accept compensation for their accrued and unused vacation in lieu of paid vacation leave as of May 31st of each year.

## **ARTICLE 17 – LEAVES**

### **17.1 Sick Leave**

17.1.1 Accrual. Consistent with the California Education Code, full-time employees shall be entitled to one day of sick leave for each full month in paid status each school year. (e.g. 10 month employees earn 10 days/school year) Employees working less than full-time shall be entitled to sick leave on a pro rata basis based on their days and hours in paid status each school year.

- 17.1.2 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each eligible employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.
- 17.1.3 Unused sick leave may be accumulated from year-to-year to the extent authorized by law.
- 17.1.4 Use. The purpose of sick leave is to provide for absences, which are medically necessary and/or caused by illness or injury. Sick leave may only be used for purposes authorized by law, including the following:
- a. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or the employee's family member.
  - b. For an employee who is a victim of domestic violence, sexual assault, or stalking, to take time off for the following:
    - i. To obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of the employee or the employee's child, such as a temporary restraining order, restraining order, or other injunctive relief;
    - ii. To seek medical attention, obtain services from a shelter, program, or rape crisis center;
    - iii. To obtain psychological counseling;
    - iv. To participate in safety planning ;or
    - v. To take other actions to increase safety from future incidents
- 17.1.5 For purposes of sick leave under this Article 17.1, "family member," means any of the following: A child (i.e. biological, adopted, or foster child, stepchild, legal ward, or child to whom the employee stands in loco parentis, regardless of age or dependency status); a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when t he employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; or a sibling.
- 17.1.6 Sick leave used for diagnosis, care, or treatment of an existing health condition of, or condition of, or preventive care for, an employee's family member is not to exceed half of the amount accrued by an employee per year unless special circumstances are approved by Human Resources or as otherwise authorized by law.

#### 17.1.7 General Requirements

- a. An employee using sick leave shall, as soon as possible, notify his/her immediate supervisor of his/her need to be absent. In no event shall such notice be given later than one (1) hour prior to the leave. This notice shall also include an estimate of the expected duration of the absence.
- b. An employee becoming aware of the need for absence due to surgery, or other predictable or previously scheduled cause, shall notify the District, as soon as possible, after becoming aware of the need. The notice shall include the beginning date of the expected leave and the anticipated date of return to active service.
- c. Immediately upon return to active service, the employee shall complete the District absence form and submit it to his/her immediate supervisor. An employee absent due to surgery, hospitalization, or extended medical treatment for five (5) work days or more shall be required to submit, prior to return to active duty, a medical statement from the employee's treating physician indicating an ability to return to perform the essential functions of his/her position with or without reasonable accommodation. To return to duty from leave, the employee shall notify the District not later than one (1) hour prior to close of business on the day prior to the employee's date of return. An employee shall not be allowed to return to service and shall be charged with one (1) additional day of sick leave absence if the employee fails to timely notify the District of intent to return.
- d. The District may require an employee to produce medical verification that the employee's absence was caused by illness or injury. If an employee fails to provide satisfactory proof of illness, the days of absence shall be unpaid. If the District suspects abuse of the sick leave policy, the District may send an employee to a physician selected by the District at the District's expense.

#### 17.2 Extended Illness Leave

When an employee who is absent from his/her duties on account of illness or accident for a period of five months or less has exhausted all applicable paid leaves, including sick leave, he/she shall for the remainder of the five-month period of absence to which he/she is entitled, receive his/her salary minus the actual amount paid a substitute to fill the employee's position during his/her absence.

- 17.2.1 The five-month period shall commence on the first day of the leave of absence and shall run concurrently with any other paid leave including FMLA leave.
- 17.2.2 The District shall require a physician's statement or other acceptable verification of the need and approximate duration for the leave used pursuant to this section.

### 17.3 Personal Necessity Leave

17.3.1 Employees may use up to seven (7) days of their accrued sick leave during each school year for reasons of personal necessity.

17.3.2 Acceptable reasons for the use of personal necessity include:

- a. Death of a member of the immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions of this Agreement.
- b. An accident involving the employee's person or property or the person or property of a member of the employee's immediate family.
- c. Required appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or other order made with jurisdiction.
- d. Personal business of a serious nature, which the employee cannot disregard.

17.3.3 Immediate Family Defined. The term "immediate family" shall be defined for purposes of personal necessity leave in the same manner as defined for purposes of bereavement leave, set forth in Article 17.6 and 17.14 below.

17.3.4 Prior Approval. An employee shall request and verify the absence by submitting a completed and signed District absence form to his/her Immediate Supervisor not less than three (3) work days prior to the beginning date of the leave. Prior approval of personal necessity leave shall not be required in the event of death of a member of the employee's immediate family; or accident involving the person or property of the employee or of the employee's immediate family. When prior approval is not required, the employee shall make every reasonable effort to comply with District procedures designed to secure substitutes, and shall notify his/her immediate supervisor as soon as possible of the expected commencement and duration of the absence.

17.3.5 Deduction from Sick Leave. All authorized personal necessity leave shall be deducted from an employee's Sick Leave.

17.3.6 Miscellaneous Leave. Leave for personal necessity may be allowed for other compelling reasons at the discretion of the Superintendent or designee. However, no such leave shall be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters, which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects true personal necessity.



#### 17.4 Industrial Accident and Illness Leave

17.4.1 Purpose. Industrial accident and illness leave shall be granted for illness or injury occurring within the course and scope of an employee's assigned duties. To be eligible for industrial accident and illness leave, a classified employee shall have permanent status.

17.4.2 Procedures. An employee who has sustained a job-related injury shall report the injury on the appropriate District form within twenty-four (24) hours to his/her immediate supervisor. An employee shall report any illness on the appropriate District form to his/her immediate supervisor within twenty-four (24) hours of knowledge that the illness is an alleged industrial illness. In order to qualify for industrial accident and illness leave coverage, an employee claiming such leave shall be examined and treated, if necessary, by a physician selected by the District or the District's industrial accident insurance carrier.

#### 17.4.3 Requirements

- a. Allowable leave shall be for not more than sixty (60) days in any one fiscal year for the same illness or accident.
- b. Allowable leave shall not be accumulated from year to year.
- c. Industrial accident and illness leave shall commence on the first day of absence.
- d. Industrial accident and illness leave shall be reduced by one (1) day for each absence regardless of a temporary disability indemnity award.
- e. When an industrial accident and illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.
- f. During any paid industrial accident and illness leave, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity award, if any, actually paid to and retained by the employee for periods covered by such salary warrants. Upon conclusion of this industrial accident and illness leave, an employee may use any available sick leave benefits providing that any Sick Leave utilization, when combined with any temporary disability indemnity, shall not exceed one hundred percent (100%) of the employee's normal compensation.
- g. Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation Laws of this state, exceed the normal wage for the day.

- 17.4.4 Return to Service. An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Workers' Compensation physician or other District appointed provider certifying the employee's ability to perform the essential functions of his/her position with or without accommodations.

17.5 Unauthorized Absences

Employees are to report to work and satisfactorily perform their duties unless absent as authorized by law or by this Agreement. All other absences are unauthorized. The District will deduct one day's salary for each day of unauthorized absence. Salaries will be reduced on a pro rata basis for unauthorized absences of less than a full day. Unauthorized absences shall also be grounds for discipline.

17.6 Bereavement Leave

- 17.6.1 Purpose. Immediate family shall mean the biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee or the employee's spouse or registered domestic partner stands in loco parentis, regardless of age or dependency status: an employee's or an employee's spouse/registered domestic partner's a biological, adoptive, or foster parent, stepparent, or legal guardian or a person who stood in loco parentis when the employee or the employee's spouse/registered domestic partner was a minor child; a spouse: a registered domestic partner: a grandparent: a grandchild, or a sibling: the employee's spouse's/registered domestic partner's children, parents, grandparents, grandchildren, or siblings, or any relative living in the immediate household of the employee.
- 17.6.2 Procedure. An employee exercising this leave of absence provision shall notify his/her immediate supervisor as soon as possible of the leave and the expected duration of the absence.
- 17.6.3 Requirements. Unit members shall be granted three (3) days paid leave of absence on account of death of any member of his/her immediate family, which includes children, parents, grandparents, grandchildren, or siblings of the employee's spouse or registered domestic partner consistent with the Section 17.6.1 definition of "immediate family" and five (5) days if out-of-state travel is required. Three (3) days of paid bereavement leave shall be available for unit members who experience a miscarriage. If the loss is of a spouse or a child, including stillbirth, unit members shall be granted ten (10) days of bereavement leave. Prior approval is not required.

Both parents may utilize bereavement leave for purposes of miscarriage and stillbirth. For purposes of this bereavement leave section the Centers for Disease Control and Prevention's (CDC's) definition of miscarriage and stillbirth shall apply.

Bereavement Leave days shall not be deducted from the sick leave balance. Consistent with AB 1949, two (2) days of unpaid bereavement leave is also available for unit members for their absence for bereavement purposes under this section if they are only eligible for three (3) days of paid bereavement leave of absence under this section.

17.6.4 Compensation. All days of absence used under the provisions of bereavement leave shall result in no loss of compensation to the employee.

17.6.5 Return to Service. Immediately upon return to active service, the employee shall complete the appropriate absence form and submit it to his/her immediate supervisor. The employee shall provide, upon District request, additional verification supporting the use of leave under these provisions.

#### 17.7 Jury Duty Leave

17.7.1 Procedures. An employee seeking leave for reason of jury duty shall submit a request accompanied by the official order for an approved absence to his/her immediate supervisor.

17.7.2 Requirements. An employee shall be granted a leave of absence not to exceed the duration of the required jury duty service.

17.7.3 Compensation. An employee granted a leave of absence under these provisions shall be paid at the employee's regular rate of pay. Compensation received for jury duty shall be returned to the District, excluding mileage, meals and parking fees.

17.7.4 Return to Service. The employee shall report to work immediately upon dismissal for the day if dismissed before noon during service on a jury. Immediately upon return to service, the employee shall complete the appropriate District absence form and submit it to his/her immediate supervisor. The employee shall provide, upon District request, additional verification of the use of these leave provisions. If excused from jury duty, an employee shall return to work directly.

#### 17.8 Family Medical Leave

Family and Medical leave shall be available and administered by the District in accordance with the Federal Family and Medical Leave Act of 1993 and the California Family Rights Act. The Acts and their pertinent regulations shall govern the interpretation of Family Medical Leaves. Consistent with Federal and State Family and Medical Leaves laws, Family Medical leave shall run concurrently with sick leave and other paid leaves.

The California Family Rights Act (CFRA) permits employees to use AB 1041 protected family and medical leave and paid sick leave, to care for a “designated person.” CFRA defines “designated person” as “any individual related by blood or whose association with the employee is the equivalent of a family relationship.” California paid sick leave statutes define “designated person” as “a person identified by the employee at the time the employee requests paid sick days.” For purposes of AB 1041 leave, an employee is limited to one designated person per 12-month period.

#### 17.9 Pregnancy Disability Leave

- 17.9.1 During that period of time during which a unit member is physically disabled and unable to perform their regular duties due to pregnancy, miscarriage, childbirth and/or recovery there from, such full-time unit member shall be granted up to 20 work days of fully Paid Pregnancy Disability leave, prorated for less than full-time unit members, consistent with the following.
- a. Paid Pregnancy Disability Leave is only available for use during the period of the unit member's pregnancy-related disability, to be used beginning on the first day of the unit member's pregnancy-related disability and shall be used first prior to sick leave use and will not be accrued and will not be coordinated with other leaves for any for other purposes. Pregnancy Disability Leave shall not be used for medical appointments that are pregnancy-related appointments.
  - b. To be eligible for this Paid Pregnancy Disability Leave, the unit member is required to submit signed medical documentation from a licensed physician to Human Resources specifying that the unit member has a pregnancy related disability.
  - c. Upon receipt by Human Resources of the signed medical documentation from a licensed physician specifying that the unit member has a pregnancy-related disability the unit member shall be entitled to use this Paid Pregnancy Disability Leave prior to utilizing the unit member's accrued and unused sick leave and consistent with section 17.2.3.
- 17.9.2 Employees are entitled to use sick leave and extended illness leave for disabilities caused or contributed to by pregnancy, childbirth, or a related medical condition on the same terms and conditions governing leaves of absence occasioned by other illnesses or medical disabilities. An employee may also elect to use any accrued vacation time for which the employee is eligible to the extent permitted by law.
- 17.9.3 The length of a pregnancy disability leave, including the date on which the leave shall commence and the date on which duties are to be resumed, shall be determined by the employee and the employee's physician. The employee shall provide written verification of disability from a licensed physician verifying the duration of the disability. Request for such leave shall be submitted to the Human Resources Department at least thirty (30) days prior to the anticipated date on which the leave is to commence whenever possible.

17.10 Parental Leave

Eligible employees may take up to twelve (12) workweeks of parental leave for reasons of the birth of a child of the employee, or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee. Parental leave shall be available and administered in accordance with Education Code section 45196.1 and the CFRA laws and regulations. The twelve (12) workweek period of parental leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during the period of parental leave. Requests for such leave shall be filed with Human Resources at least three (3) weeks prior to the beginning date of the requested leave whenever possible.

17.11 Military Leave

Employees who are members of any reserve corps of the armed forces of the United States, the National Guard or the Naval Militia, or who are otherwise ordered to active military duty shall be granted leave as required by law. Employees shall provide a copy of the military order to their immediate supervisor with the request for military leave.

17.12 Examinations

If the District requires an employee to undergo a physical or mental examination as a condition of continued employment or to verify an employee's absence, the employee shall select the physician to conduct the examination from a list of three physicians provided by the District. District required examinations shall be paid for by the District. The employee will be provided release time for the examination and mileage for travel to/from the appointment. The District may require a physician's verification for an employee's absence whenever an employee has been absent for five (5) or more consecutive work days or whenever the District believes an employee may be abusing leave privileges.

17.13 Leave as Provided by Law

The District shall provide leave as required by state and federal law to the extent such leave is not expressly addressed in this Article.

17.14 Definition of Immediate Family for Sick Leave and Bereavement

Effective July 1, 2018, the parties agree to define immediate family for sick leave and bereavement leave as follows:

Immediate family referred to pursuant to this leave article shall mean the employee's spouse or registered domestic partner, mother, mother-in-law, father, father-in-law, grandmother, grandfather, grandchild of the employee or of the employee's spouse or registered domestic partner, son, son-in-law, daughter, daughter-in-law, child of a registered domestic partner, brother, brother-in-law, sister, sister-in-law, stepfather, stepmother, stepchildren, foster parents, foster children, parent of the registered domestic partner, or any relative living in the household of the employee.

The definition of immediate family for purposes of sick leave and personal necessity only shall include a non-registered domestic partner designated by the unit member. Non-registered domestic partner status does not qualify for eligibility for health and welfare benefits.

In general, a non-registered domestic partnership has the following criteria:

- 17.14.1 The partners have a committed relationship which has existed for at least one year; and
- 17.14.2 The partners both reside at the same address; and
- 17.14.3 The unit member certifies to the District that this information is true and correct at the time that the unit member requests the sick leave or personal necessity leave.

#### 17.15 Long Term Leave

A unit member may be granted a leave of absence, with or without pay, by the Board of Education upon recommendation of the Superintendent or designee for a period not to exceed one (1) year when such action is not contrary to the best interests of the District.

#### 17.16 Absence Reporting

Each unit member shall submit on a monthly absence report summary verifying vacation and sick leave usage.

#### 17.17 Imminence of Death Leave

- 17.17.1 A partially paid (differential) leave, not to exceed fifteen (15) days, may be granted for a doctor certified critical or terminal illness of a member of the immediate family.
- 17.17.2 The cost of a substitute will be deducted from the employee's salary warrant.

## ARTICLE 18 – HOLIDAYS

- 18.1 The District agrees to provide Behavior Support Specialists and Mental Health Therapists the following holidays, provided they are in paid status during any portion of the work day immediately preceding or following the holiday. The following twelve (12) holidays are a part of the 217 day work year described in section 10.1 of the collective bargaining agreement:

- Independence Day
- Labor Day Veterans
- Day Thanksgiving
- Day
- The day after Thanksgiving (in lieu of Admission Day)
- Christmas Day
- New Year's Day
- Martin Luther King Jr. Day
- Lincoln Day
- Washington Day
- Memorial Day
- Juneteenth

- 18.1.1 The District agrees to provide Physical Therapists, Occupational Therapists and Certified Occupational Therapy Assistants the following holidays, provided they are in paid status during any portion of the work day immediately preceding or following the holiday. The following sixteen (16) holidays are a part of the 192 day work year for Physical Therapists, Occupational Therapists, and Certified Occupational Therapist Assistants, described in section 10.6 of the collective bargaining agreement:

- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day before Thanksgiving Day (in lieu of Admission's Day)
- Day after Thanksgiving Day
- Local Holiday of December 25
- Last working day before Local Holiday of December 25
- New Year's Day
- Last working day before New Year's Day
- Martin Luther King Jr.'s Day
- Lincoln's Day
- Washington's Day
- One Local Holiday (Spring or Winter)
- Memorial Day
- Juneteenth

- 18.2 When a holiday listed in this Article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed in this section falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

## **ARTICLE 19 – LAYOFF AND REEMPLOYMENT**

### **19.1 Layoff and Reemployment Procedures**

- 19.1.1 Layoffs may be implemented at the District's discretion and as authorized by law.
- 19.1.2 Pursuant to this agreement, neither the decision to lay off employees nor the decision to reduce an employee's hours shall be negotiable.
- 19.1.3 Layoff Notice
- a. March 15th Notice. In the event it becomes necessary to layoff permanent classified employees, who are not employed in a specially funded program, the District shall comply with all Education Code Section 45117 (AB 438) notice and procedural requirements which includes a March 15th notice if the permanent classified employee's services will not be required for the following school year due to lack of work or lack of funds.
  - b. Specially Funded Program Notice. The District shall notify the Union and the affected employees, who are unit members subject to layoff due to the expiration of the specially funded program, in writing sixty (60) days prior to the layoff.
- 19.1.4 Consistent with law, seniority shall be based on date of hire in a regular classified position. The order of layoff shall be based on seniority and shall proceed as defined by law.
- 19.1.5 If two (2) or more employees subject to layoff have equal seniority in the same classification, the determination of which employee shall be laid off shall be made by comparing the last four digits of the employees' social security numbers, and the employee with the lower of the four digits will be laid off first.
- 19.1.6 Employees subject to layoff or reduction in hours shall retain their reemployment rights as specified by law.



## ARTICLE 20 – COMPENSATION

### 20.1 2022-2023 (Ongoing)

Effective retroactive to July 1, 2022, the 2022-2023 #30, #32, and #35 NUHW classified Salary Schedules shall be increased by ten percent (10%) for the 2022-2023 school year consistent with consistent with Attachment A (“New 2022-2023, #30, #32 and #35 NUHW Salary Schedules.”)

The retroactive payment included in this Agreement shall apply to former unit members employed by the District any time during the 2022-2023 school year. If the unit member is no longer employed with the District, the retroactive payment will be prorated and applied to the time that the unit member was employed.

### 20.2 2023-2024 (One Time)

Calculated based on the new 2023-2024 school year salary schedule, including the ongoing 2022-2023 increases described in Section 1 of this Tentative Agreement, unit members shall receive a one-time, off-schedule payment of two percent (2%). This one-time payment shall be prorated for less than full time unit members. To be eligible for this one-time payment, the unit member must be in paid status with the District on September 30, 2023. This one-time, off schedule compensation allocation will be prorated for part-time, part-year status bargaining unit members. The Parties agree that the retroactive payments shall not apply to any supplemental pay (additional timesheet work).

### 20.3 Salary Schedules

The salary schedules for Mental Health Therapists and Behavior Support Specialists consist of 19 steps and are located in Appendix A.

The salary schedule for Occupational Therapists, Physical Therapists, and Certified Occupational Therapist Assistants is located in Appendix B.

### 20.4 Mental Health Therapist or Behavior Support Specialist Schedule Placement Provisions

20.4.1 New employees with no prior school Mental Health Therapist or Behavior Support Specialist experience will be assigned to Step 1. All entry placements on the salary schedule shall be based on acceptable verification of records and documents.

20.4.2 New employees with prior experience may be granted a maximum of seven (7) years on the recommendation of the Associate Superintendent of Human Resources.

20.4.3 Prior experience must be equivalent to the responsibility of school Mental Health Therapist or Behavior Support Specialist in the Elk Grove Unified School District, and have occurred within the twenty (20) years immediately preceding the date of employment.

20.4.4 One (1) experience step will be granted for each year in which at least 75% of the work year is completed.

- 20.4.5 Those unit members working less than a full contract (100%) for less than 75% of the work days in a year, will be entitled to an experience step when the total of their assignment (accumulated over the necessary years) equals 100%. For example, when unit members work 40% of a contract, they will be entitled to an experience credit of one year at the beginning of the fourth year of their employment. If there is credit accumulated beyond the 100%, it will be banked.

Experience credit on the salary schedule for those working fewer than seventy-five percent (75%) of the days of a year will occur the July 1 following when the person accumulates the required service as indicated above.

- 20.4.6 Mental Health Therapists and Behavior Support Specialists shall receive compensation for days worked beyond the contracted work year when such work is agreed upon by the Union and approved by the Director of Student Support & Health Services and the Associate Superintendent of Human Resources.

- 20.4.7 For prior experience for new employees hired after July 1, 2018 only, will be determined by the Human Resources Department guided by the following criteria:

- a. A year is defined as 75% of the school year. Fractional parts of one (1) year may not be combined to meet the percentage requirements;
- b. Prior experience (including experience in the district) shall have occurred within twenty (20) years immediately preceding the date of employment with the District.

- 20.4.8 College semester units for new employees hired after July 1, 2018 only shall be determined by the Human Resources Department guided by the following criteria:

- a. Credit shall be given for college semester units (Quarter units equal 2/3 of a Semester unit).
- b. Credit shall be given for those units that are consistent with the criteria established by the Board of Behavioral Sciences and the Commission on Teacher Credentialing (Continuing Education Units).
- c. Any bargaining unit member hired after July 1, 2018, who worked for the District or another public school district as a Mental Health Therapist or Behavior Support Specialist Intern for 75% of a school year or more shall receive one year of salary schedule credit if they are employed by the District as a bargaining unit member.

20.4.9 Training Increments

In order to be eligible to advance from Step 7 to Step 8 on the salary schedule, the employee must complete fifteen (15) pre-approved units or graduate credits. The units shall be selected to enhance the District's accomplishment of priority goals.

20.5 Physical Therapists, Occupational Therapists and Certified Occupational Therapy Assistants Schedule Placement Provisions.

- 20.5.1 New employees with no prior school Physical Therapist or Occupational Therapist or Certified Occupational Therapy Assistant experience will be assigned to Step 1. All entry placements on the salary schedule shall be based on acceptable verification of records and documents.
- 20.5.2 For newly hired Physical Therapist or Occupational Therapist or Certified Occupational Therapy Assistant, initial salary placement is based on prior years of related/parallel, full time, evaluated work experience within the last 7 years. This work experience must be verifiable. Initial salary placement may be contested only during the employee's probationary period.
- 20.5.3 Step Advancement. For Physical Therapists, Occupational Therapists and Certified Occupational Therapy Assistants, experience step advancement will be earned at the completion of an assigned work year commencing with the original date of hire. For purposes of step advancement calculation, employees beginning work prior to the 16th of the month will be considered to have begun work on the first of the month. An employee starting work after the 15th of the month will be considered to have begun work on the first day of the following month.
- 20.5.4 Longevity Bonuses. Longevity bonuses for Physical Therapists, Occupational Therapists and Certified Occupational Therapy Assistants will be paid at the end of the thirteenth, sixteenth, nineteenth, twenty-second, twenty-fifth, and twenty-eight years consistent with the attached salary schedules. Longevity is based on original date of hire with the District.

20.6 Behavior Support Specialists-Stipend

Effective July 1, 2024, the Parties agree that eligible Behavior Support Specialists shall receive one annual stipend amount equal to eight and one quarter percent (8.25%) of Step One, Column One of Salary Schedule #30 if they possess one of the following:

- a. Master's degree, or
- b. Doctorate degree, or
- c. Board Certified Behavior Analyst (BCBA) certification from the Behavior Analyst Certification Board (BACB).

This annual stipend amount shall be prorated for less than full time and less than full year Behavior Support Specialists and shall be paid equally over 12 months.

20.7 Overpayment/Underpayment

When a unit member is in overpayment status, the District will meet with the unit member to develop an overpayment repayment plan that proposes that 15% of the unit member's net disposable pay will be recouped over the same period as the overpayment. If the Parties are unable to mutually agree upon an overpayment repayment plan, the Parties agree that NUHW and the District will meet and confer regarding a mutually agreed upon plan. If the Parties are unable to mutually agree upon a repayment plan, the law shall apply.

## **ARTICLE 21 – PROFESSIONAL DEVELOPMENT AND TRAINING**

Effective beginning July 1, 2023, the Parties agree that the District will reimburse the costs associated with ongoing educational courses including for tuition, certification and licensure fees, meals, lodging and transportation costs up to two thousand dollars (\$2,000.00) every three (3) years. If the Employer requires an employee to attend a specific program for specialized training, the Employer shall pay for the tuition, meals, lodging and transportation costs.

## **ARTICLE 22 – HEALTH INSURANCE PROGRAMS**

22.1 General

- 22.1.1 Appropriate health insurance coverage for eligible employees and their dependents will be provided by the District. Health Insurance coverage will be available consistent with the same health benefits and employer/employee contribution requirements provided to EGTEAMS.
- 22.1.2 The District shall work with its health insurance carrier(s) to ensure that the health plan offered to eligible employees and their dependents meets all requirements of the federal Patient Protection and Affordable Care Act ("PPACA") and all other applicable state and federal laws.
- 22.1.3 Employees who work at least four (4) hours per day (or twenty (20) hours per week) shall be eligible to enroll in District-sponsored health and welfare benefits offered pursuant this Article.
- 22.1.4 The District's maximum contribution toward medical benefit premium costs is 80% of the average cost of the premium costs for all medical plans offered by the District. Each Bargaining Unit member's contribution toward medical benefit premium costs is the difference between the District's contribution of 80% of the average premium cost of the medical plans offered (based on the number of dependents covered and selected by the unit member) and the actual cost of the medical plan premium selected by the unit member.

- 22.1.5 Wellness Rebate Compensation. Each unit member who submits to the District an approved Wellness Rebate Form, which verifies that the unit member has satisfied all of the Wellness requirements, each year shall receive a Wellness Rebate equal to five percent (5%) of the average of the premium costs for all medical Plans offered by the District based upon the subscriber level selected for the year. The value of the five percent (5%) Wellness Rebate Compensation will change each year depending upon the average of the Premium cost for all medical plans offered by the District. Employees eligible for the Wellness Rebate will only be eligible to receive up to the amount of their contribution of the premium cost Paid or the 5% Wellness Rebate amount, whichever is less.
- 22.1.6 If the District's maximum contribution toward medical benefit premium costs, which is calculated based upon 80% of the average of the premium costs for all medical plans offered by the District, is equal to or exceeds the cost of the premium for the medical benefit plan selected by the employee and which the employee is eligible for, then the District will only be obligated to pay the cost of the premium and the employee will not be entitled to additional compensation and will not be entitled to the Wellness Rebate.
- 22.1.7 Healthcare Waiver. Effective beginning January 1, 2024, those waiving medical benefits shall be paid one hundred dollars (\$125) per month.

## 22.2 JHCC

NUHW agrees to participate in the Joint Health Care Coalition (JHCC) consistent with the terms of the JHCC agreement signed by all District bargaining units, and NUHW agrees to sign the JHCC agreement.

## 22.3 EGBERT

Pending approval and implementation by Elk Grove Benefits Employee Retirement Trust (EGBERT), NUHW agrees to participate in and comply with the terms and conditions required by EGBERT.

## 22.4 Eligibility for Current Unit Member for Health and Welfare Benefits

- 22.4.1 Unit members whose regular or temporary assignment is half time or more shall be eligible to enroll.
- 22.4.2 Half-time shall be fifty percent (50%) of the full time regular or temporary position to which the unit member is assigned. No unit member working less than twenty (20) hours a week shall be eligible.
- 22.4.3 A unit member granted a leave of absence, approved by the Elk Grove Unified School District Board of Education, may elect to continue in the plan(s) unless otherwise limited by the carrier. The employee must designate in writing which of the plan(s) he/she wishes to continue and must pay the full amount of the monthly premium in advance of each month of desired coverage.

22.4.4 Spouse and dependent eligibility will cease upon the death of an employee.

22.5 Enrollment in Health and Welfare Benefit Plan

22.5.1 Upon initiation of a new program, actively employed eligible unit members shall be given the opportunity to enroll. It is the responsibility of the unit member to complete the required documents and submit them to the Payroll Office within thirty (30) days of the date of initiation of the new program.

22.5.2 New, reinstated, reemployed unit members who are eligible shall be given the opportunity to enroll within thirty (30) calendar days of the employment date.

22.5.3 Eligible unit members not enrolled in a plan(s) may enroll during open enrollment. Changes in the employee's choice of available plans shall be permitted during this period.

22.5.4 Eligible unit members on authorized leave of absence during the open enrollment period shall be given the opportunity to enroll upon return to active employment with the District.

22.5.5 It is the responsibility of the eligible unit member to complete all the required documents and submit the completed documents to the Payroll Office within the thirty (30) day limitation.

22.5.6 Multiple Enrollment Not Permitted (Elimination of Dual Coverage). A benefit eligible employee may not be included as an enrolled employee and also, at the same time, be a dependent of another enrolled employee in the District's health plan. If a benefit eligible employee and spouse/domestic partner are both District employees, they may not cover each other as dependents; similarly, only one of them may cover eligible children under the plan(s).

22.6 Coverage-Health and Welfare

22.6.1 All unit members enrolled in the plan(s) shall be covered on a monthly basis until employment ends.

22.6.2 Payroll deductions, if required, shall be on a 10 or 12 month basis.

22.7 Cancellation and Refunds

In the event of cancellation of a plan(s) by a carrier, if any premium is refunded, the amount of the District contribution included therein shall be refunded directly to the District.

22.8 Tax-Sheltered Annuities

A tax shelter annuity program is available to all eligible unit members.

22.9 For benefit eligible unit members, the District will provide for the health and insurance plans noted in Article 22 and included on the employee benefits page of the egusd.net website and make contributions to those plans as noted in Article 22:

- a. Medical
- b. Dental
- c. Vision
- d. Group Term Life Insurance (Non-Management: \$50,000 Policy)

The Parties agree to enter into a Side Letter of Agreement to legacy OT, PT and COTA unit members, who were employed by the District before January 1, 2022, to maintain a group term life insurance policy consistent with the EGTEAMS' group term life insurance.

OT, PT and COTA unit members hired after January 1, 2022 shall be entitled, consistent with section 22.9(d) of the collective bargaining included above, to a \$50,000 group term life insurance policy.

Legacied OT, PT, and COTA unit members who resign, retire, terminate or change bargaining units shall not continue to receive the benefit of this legacy status for purposes of group term life insurance.

## ARTICLE 23 – WORKING CONDITIONS

For the term of the collective bargaining agreement, the parties agree to participate in a working group with representatives from NUHW and representatives from the District to discuss topics including, but not limited to, facilities, supplies, student records, student transition, work load, adequate space, lead responsibilities, and professional best practice issues.

The two standing District representatives to the Working Group shall include the Director of Student Support and Health Services and/or a designee, and the Director of Special Education and/or designee. NUHW will also designate up to five (5) standing members, which shall include one representative from each NUHW classification, to the working group. The working group will meet as needed.

## ARTICLE 24 – MISCELLANEOUS

24.1 At all times, the employee is entrusted with the safety and welfare of the students and school property.

24.2 In the event of an emergency or strike/work stoppage of other bargaining units, the Board and its representatives shall attempt to maintain regular school assignments for all Mental Health Therapists and Behavior Support Specialists.

## **ARTICLE 25 – COMPLETION OF NEGOTIATIONS**

- 25.1 Any individual contract between the District and the individual employee within the representational unit of this contract heretofore executed shall be subject to and made consistent with the terms of this or subsequent agreements to be executed by both parties.
- 25.2 This agreement shall supersede any policies, regulations, rules or practices of the District, which shall be contrary to or inconsistent with its terms.
- 25.3 This agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements both written and oral. However, this agreement may be altered, changed, added to, deleted from or modified through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.

## **ARTICLE 26 – SAVINGS**

If any provision of this agreement is held to be contrary to law by statute, regulation, agency or a court having final jurisdiction, such provision shall be deemed invalid to the extent required by such court decision. All other provisions of this agreement shall continue in full force and effect.

## **ARTICLE 27 – CONCERTED ACTIVITIES**

The Union agrees not to strike during the term of this agreement or to engage in concerted activities, which are disruptive of educational programs or the workplace. Those individuals engaging in the above activities will be subject to appropriate discipline.

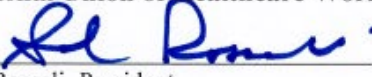


## ARTICLE 28 – DURATION

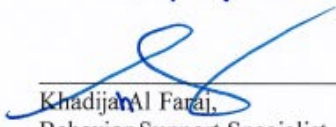
2022-2023 and 2023-2024 School Years: The Parties agree that this Agreement completes all reopener negotiations sunshined by the Parties for the 2022-2023 and 2023-2024 school years and that there shall be no change to any provision of the Parties' collective bargaining agreement, except those provided in this Agreement. For the 2023-2024 school year, unit members' salary schedule, shall remain status quo. In addition, all other terms and conditions of the Parties' existing collective bargaining agreement shall remain in full force and effect.

The Parties agree to extend the current collective bargaining agreement between NUHW and the District, which was set to expire on June 30, 2023, to now expire on June 30, 2024, and to include the changes agreed in this Agreement.

### National Union of Healthcare Workers

  
Sal Rosseli, President

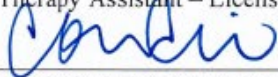
Date: 10/2/23

  
Khadija Al Faraj,  
Behavior Support Specialist

  
Lezette Azevedo, Mental Health Therapist

  
Kyle Baird, Physical Therapist

  
Jenny Castillo, Certified Occupational  
Therapy Assistant – Licensed


  
Corri Chadwick, Mental Health  
Therapist

  
Serena Christophersen, Behavior  
Support Specialist

  
Shelly Williams, Certified Occupational  
Therapy Assistant – Licensed

  
Charlie Ridgell, Spokesperson

### Elk Grove Unified School District

  
David Reilly, Associate Superintendent

Date: 9/27/23

# APPENDIX A – SALARY SCHEDULE

## MENTAL HEALTH THERAPISTS AND BEHAVIOR SUPPORT SPECIALISTS

### ELK GROVE UNIFIED SCHOOL DISTRICT NATIONAL UNION OF HEALTHCARE WORKERS 2023/2024

SALARY SCHEDULE #30		
BEHAVIOR SUPPORT SPECIALISTS		
STEP	INITIAL SALARY	INITIAL SALARY +15 UNITS
1	\$73,021	
2	77,316	
3	83,140	
4	88,899	
5	94,593	
6	100,398	
7	107,426	
8	112,811	
9		112,811
10		112,811
11		113,942
12		113,942
13		115,069
14		115,069
15		116,194
16		116,194
17		117,322
18		117,322
19		119,582

SALARY SCHEDULE #35		
MENTAL HEALTH THERAPISTS		
STEP	INITIAL SALARY	INITIAL SALARY +15 UNITS
1	\$77,828	
2	82,409	
3	88,618	
4	94,756	
5	100,824	
6	107,012	
7	114,501	
8	120,242	
9		120,242
10		120,242
11		121,447
12		121,447
13		122,650
14		122,650
15		123,848
16		123,848
17		125,051
18		125,051
19		127,455

Work year shall be 217 PAID DAYS - 8 hr. work day (which includes 194 duty days, 11 annual vacation days, 12 holidays, and shall be approved by the employee's supervisor per section 10.1 of the collective bargaining unit.

New employees with no prior experience will be assigned to Step 1. New employees with prior experience may be granted a maximum of seven (7) years credit on their initial schedule placement on the recommendation of the Chief Human Resources Officer. Prior experience must have occurred within 20 years immediately preceding hire date.

A Doctoral bonus will be paid each year in an amount equal to 8.25% of Step 1.

\$1,100.00 maximum mileage allowance annually for Mental Health Therapists.

For MHT's a responsibility factor will be applied for those selected to perform duties of a unique nature and will receive a 5% differential allowance above their current salary placement for the school year.

**SUBSTITUTE EMPLOYEES** - The pay period is from the 16th of the month to the 15th of the following month. Payroll will mail your check to your mailing address on or before the 10th or 17th of the following month.

All classified EGUSD retirees, when substituting in the classification they retired from or any lower classification will be paid at the same step they were on when they retired. Those substituting in a higher classification from when they retired will be paid at Step 1.

Effective 07/01/23: No changes from the 2022/2023 salary schedule; changed fiscal year dates.

Board approved: June 13, 2023

# APPENDIX B – SALARY SCHEDULE

## OCCUPATIONAL THERAPISTS, PHYSICAL THERAPISTS, AND CERTIFIED OCCUPATIONAL THERAPIST ASSISTANTS

### ELK GROVE UNIFIED SCHOOL DISTRICT NATIONAL UNION OF HEALTH CARE WORKERS (NUHW) Salary Schedule #32 2023/2024

Classification	EXPERIENCE STEPS						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6 & 7	STEP 8+
Occupational Therapist Physical Therapist	75,062.00	78,442.00	81,974.00	85,660.00	89,516.00	93,542.00	98,210.00
Certified Occupational Therapist Assistant Speech Language Pathology Assistant	54,508.00	56,961.00	59,525.00	62,205.00	65,005.00	67,927.00	71,320.00

For newly hired employees, initial salary placement is based on prior years of related/parallel, full time, evaluated work experience within the last 7 years. This work experience must be verifiable. Initial salary placement may be contested only during the employee's probationary period.

Occupational Therapist / Physical Therapist / Certified Occupational Therapist Assistant:  
The work year is defined as 176 duty days with 16 paid holidays for a total of 192 paid days.

Speech Language Pathology Assistant:  
The work year is defined as 187 duty days with 16 paid holidays for a total of 203 paid days.

#### LONGEVITY BONUS AT COMPLETION OF:

13th year	1% of employee's base salary
16th year	2% of employee's base salary
19th year	3% of employee's base salary
22nd year	4% of employee's base salary
25th year	5% of employee's base salary
28th year	6% of employee's base salary

#### SUBSTITUTE EMPLOYEES:

For substitute employment and differential leave purposes, all classified substitute employees shall be paid at step 1 of the classification, in which they substitute, or the lowest step of the classification, in which they substitute, that is consistent with the California minimum wage, whichever value is greater.

The pay period is from the 16th of the month to the 15th of the following month. Payroll will mail your check to your mailing address on or before the 10th or 17th of the following month.

All classified EGUSD retirees, when substituting in the classification they retired from or any lower classification will be paid at the same step they were on when they retired. Those substituting in a higher classification from when they retired will be paid at Step 1.

Effective 07/01/23: No changes from the 2022/2023 salary schedule; changed fiscal year dates.

Revised 08/07/23: Added verbiage: All classified EGUSD retirees, when substituting in the classification they retired from or any lower classification will be paid at the same step they were on when they retired. Those substituting in a higher classification from when they retired will be paid at Step 1.

Board approved: June 13, 2023

## APPENDIX C – JHCC AGREEMENT

Joint Health Care Coalition (JHCC)  
Agreement  
Between  
American Federation of State, County, and Municipal Employees (AFSCME),  
Amalgamated Transit Union (ATU),  
California School Employees Association (CSEA),  
Elk Grove Education Association (EGEA)  
Psychologists/Social Workers Association (PSWA)  
National Union of Health Care Workers (NUHW)  
and  
Elk Grove Unified School District (District)

All Elk Grove Unified School District (EGUSD) Bargaining Units, including (1.) American Federation of State, County, and Municipal Employees (AFSCME), (2.) Amalgamated Transit Union (ATU), (3.) California School Employees Association (CSEA), (4.) Elk Grove Education Association (EGEA), (5.) Psychologists/Social Workers Association (PSWA), and the (6.) National Union of Health Care Workers (NUHW), collectively referred to as "All Bargaining Units", and the Elk Grove Unified School District (EGUSD or the District), and together all parties are referred to as "the Parties" agree to the following terms and conditions regarding medical benefit premium contributions:

1. The Parties agree that District and all Bargaining Units listed above have participated in the evaluation of Health and Welfare Insurance Plan Providers as participants of the Joint Health Care Coalition (JHCC).
2. The Parties agree that the JHCC has analyzed price, plan design, carriers, utilization, wellness development, and/or any other factor which may have an impact on the health coverage and cost for the District and its employees.
3. The JHCC has determined that there are advantages for District employees to be offered more than two (2) medical benefit insurance plan options including a third low cost and comparable plan.
4. The Parties agree that effective beginning with the 2023 health and welfare benefit plan year to change the current negotiated agreement between the District and All Bargaining Units from an 80%/20% premium share calculation based upon the "low cost plan" offered by the District, to an 80%/20% premium share calculation based upon "an average of all medical benefit insurance plans" offered by the District.

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5. The Parties also agree that effective beginning with the 2023 health and welfare benefit plan year that Western Health Advantage, Kaiser Permanente and Sutter Health Plus will be offered to District employees based on the most recent and current proposals submitted by these providers to the JHCC. The Parties acknowledge and agree that the JHCC may recommend, and the District Board of Education may approve changes to medical insurance plan providers, plan options, and the number of medical insurance plan providers offered by the District in the future.

6. Current Maximum Contribution, Low Cost Plan Formula (2022).

The Parties agree that the maximum District contribution toward medical benefit premium costs is currently tied to the "low cost plan". This maximum contribution formula was previously agreed upon by all Bargaining Units and the District and is currently in place during the 2022 medical benefit plan year. The following describes the current 2022 benefit plan year formula based upon the low cost plan:

a. The District's maximum contribution toward medical benefit premium costs is 80% of the premium cost for the low cost medical plan offered by the District. Each Bargaining Unit Member's contribution toward medical benefit premium costs is 20% of the premium cost for the low cost plan medical plan offered by the District. Unit members shall be responsible for the buy up costs related to selecting a medical plan other than the low cost plan.

b. Wellness Rebate Compensation Each unit member who submits to the District an approved Wellness Rebate Form, which verifies that the unit member has satisfied all the Wellness requirements, each year shall receive a Wellness Rebate equal to five percent (5%) of the total premium cost of the low cost plan based upon the subscriber level selected for the year. The value of the five percent (5%) Wellness Rebate Compensation will change each year depending upon the total premium cost of the low cost medical plan provided by the District. The Wellness Rebate Form and associated requirements can be completed and submitted as soon as November 1<sup>st</sup> each calendar year, but no later than the following October in order to receive the rebate for that calendar year (the actual day in November and October may vary slightly year to year and the District may change these deadlines as deemed necessary).

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7. New Maximum Contribution, Average of All Plans Offered Formula.

Effective upon (1.) execution of this Agreement by all Bargaining Units and the District and (2.) beginning with the 2023 medical benefit plan year, the Parties agree that the new maximum District contribution toward medical benefit premium costs will be calculated based upon an average of the premium costs for all medical plans instead of based upon the low cost plan.

Effective beginning with the 2023 medical benefit plan year, the Parties agree to the following new maximum contribution levels toward medical benefit premium costs:

- a. The District's maximum contribution toward medical benefit premium costs is 80% of the average cost of the premium costs for all medical plans offered by the District. Each Bargaining Unit member's contribution toward medical benefit premium costs is the difference between the District's contribution of 80% of the average premium cost of the medical plans offered (based on the number of dependents covered and selected by the unit member) and the actual cost of the medical plan premium selected by the unit member.
- b. Wellness Rebate Compensation Each unit member who submits to the District an approved Wellness Rebate Form, which verifies that the unit member has satisfied all of the Wellness requirements, each year shall receive a Wellness Rebate equal to five percent (5%) of the average of the premium costs for all medical plans offered by the District based upon the subscriber level selected for the year. The value of the five percent (5%) Wellness Rebate Compensation will change each year depending upon the average of the premium cost for all medical plans offered by the District. Employees eligible for the Wellness Rebate will only be eligible to receive up to the amount of their contribution of the premium cost paid or the 5% Wellness Rebate amount, whichever is less.
- c. If the District's maximum contribution toward medical benefit premium costs, which is calculated based upon 80% of the average of the premium costs for all medical plans offered by the District, is equal to or exceeds the cost of the premium for the medical benefit plan selected by the employee and which the employee is eligible for, then the District will only be obligated to pay the cost of the premium and the employee will

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not be entitled to additional compensation and will not be entitled to the Wellness Rebate.

*For illustration purposes only. The following is based upon an 80% "average of plans" calculation. The numbers used for this illustration do not correlate to actual 2023 premium costs in any way:*

*If for the 2023 medical plan year and for illustration purposes only, the following premiums applied:*

*Kaiser Premium Cost is \$2,000, the Sutter Premium Cost is \$1,750, and the Western Health Advantage Premium Cost is \$1,500, then the average premium cost is \$1,750 ( $\$2,000 + \$1,750 + \$1,500 = \$5,250$  and  $\$5,250 \div 3 = \$1,750$ ).*

*The District's maximum contribution toward medical benefit premium costs is 80% of \$1,750, so the District would pay \$1,400 toward the premium costs. The employee's maximum contribution toward medical benefit premium costs is the difference of the total premium cost of the plan selected by the employee and the District's contribution, so the employee in this illustration would pay \$600, \$350 or \$100 toward the Kaiser, Sutter or WHA premium costs, respectively.*

*To further this illustration, under the current 80/20 low cost plan formula the employee would pay \$800, \$550 or \$300 toward the Kaiser, Sutter or WHA premium costs, respectively. The current 80/20 low cost plan formula would result in the District contributing \$1,200 toward the medical premium (80% of the low cost plan of \$1,500).*

*Under the above scenarios, the "average of plans" calculation results in the District contributing \$1,400 toward employee premium costs as compared to the "low cost" calculations which results in the District contributing \$1,200 toward employee premium costs.*

8. Consistent with this Agreement, the Parties agree to incorporate in their Union's/Association's collective bargaining agreement with the District, the change to the maximum contribution calculations based upon an average of all medical benefits plans' premium costs.
9. Other than the change from the "low cost plan" calculation to the "average of all plans" calculation, the Parties agree that this Agreement makes no other changes to existing previously negotiated employee and District health and welfare benefit medical benefit contributions amounts and terms. The Parties agree that previously negotiated employee and District

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contributions toward health and welfare benefits that are not calculated based upon medical benefit premiums amounts shall continue without any change.

10. The Parties agree that, upon agreement and execution of this Agreement by all Bargaining Units and the District, this Tentative Agreement shall take effect.
11. Resolution of Disputes. If there are any issues regarding implementation of this Agreement, the Parties agree to meet and negotiate regarding a resolution to such issues.
12. Non-Precedential. The Parties agree that this Agreement shall not create any past practice or be deemed precedential for any purposes.

Diane Campbell Date: 9/12/22  
AFSCME

Refy Date: 9-15-22  
ATU

Rita Puel Date: September 14, 2022  
CSEA

[Signature] Date: 9/8/22  
ECFA

[Signature] Date: 9/12/22  
PSWA

Nachal Allen Date: 9/15/22  
NUHW

[Signature] Date: 9/8/22  
EGUSD

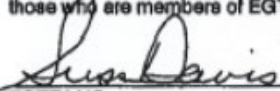
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Acknowledgement

EGTEAMS hereby confirms that this Agreement to change the maximum contribution calculations for medical benefit premium costs paid by the District and paid by employees, has been reviewed with EGTEAMS. The following acknowledges that EGTEAMS has representatives on the JHCC, has met and conferred with the District regarding the changes to the maximum contribution calculations for medical benefit premium costs, and EGTEAMS acknowledges that effective for the 2023 medical benefit plan year, the District will implement the changes included in the above Agreement for all District employees including those who are members of EGTEAMS.

  
EGTEAMS

  
EGTEAMS

Date: 9/12/22

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## APPENDIX D – SIDE LETTER

Side Letter of Agreement  
Between  
Elk Grove Unified School District  
And  
National Union of Health Care Workers  
March 2, 2023  
Agreement-Expires June 30, 2024  
Mental Health Therapists and Behavior Support Specialists-Hours

The Elk Grove Unified School District ("District") and the National Union of Health Care Worker ("NUHW"), collectively referred to as the "Parties," agree to the following three year-Side Letter of Agreement ("Agreement") regarding the "grandpersoned" Mental Health Therapists' and Behavior Support Specialists' work hours.

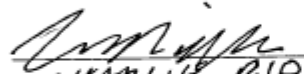
1. The Parties agree that Mental Health Therapists and Behavior Support Specialists, who were "grandpersoned" for purposes of work hours for the 2017-2018 school year, shall continue to work the same number of hours during the 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023, and 2023-2024 school years. Specifically, during the term of this Agreement, Mental Health Therapists and Behavior Support Specialists shall be paid for 8 hours per work day which includes 7.5 hours of work per work day and a paid 30 minute lunch per work day.
2. Effective July 1, 2024 unless negotiated otherwise, the Parties agree that all NUHW employees, including the "grandpersoned" Mental Health Therapists and Behavior Support Specialists that are the subject of this Agreement, shall work the hours described in Section 10.3.1 of the parties' collective bargaining agreement.
- ~~3. This Agreement is unique unto its own circumstances and shall in no way set a precedent for any other agreements in the future, and furthermore, no party hereto shall cite to this Agreement or its term as a past practice for any purpose in the future.~~
4. The Parties agree that this Agreement shall expire on June 30, 2024.

CR  
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5. The Parties agree that this Agreement reflects the entire agreement between the Parties, supersedes all prior agreements, past practices, and understandings and that there are no verbal agreements between the Parties regarding the subject matter of this Agreement.


For NUHW

  
CHARLIE RIDGELEY

Dated:

3/2/23

For EGUSD

 D. Reilly

Dated:

3/2/23