

Tentative Agreement
Between
Elk Grove Unified School District
And
National Union of Health Care Workers
Regarding
2020-2021 and 2021-2022

February 2, 2022

The Elk Grove Unified School District ("District") and the National Union of Health Care Workers Association ("NUHW"), collectively referred to as the "Parties", agree to the following Tentative Agreement ("Agreement") regarding the 2020-2021 and 2021-2022 school years.

The Parties agree that this Agreement takes effect upon ratification of this agreement by both Parties, unless otherwise specified in this Agreement.

1. Safety Mitigation Protocols.

The Parties agree that the District shall continue to adhere to State and Sacramento County Public Health Department safety mitigation orders and guidelines. Such safety and mitigation orders and guidelines continue to adapt based on the changing conditions of the pandemic. The District and NUHW will continue to meet and confer regarding changes to safety protocols. NUHW will cooperate with the District in any necessary public health actions.

2. Full Return to In-Person Instruction 2021-2022 School Year.

The Parties agree that the District has the sole and exclusive discretion working in consultation with State and County Health officials and in compliance with State and Local Health orders and laws to determine the status of the in-person instructional model. For the 2021-2022 school year and consistent with all State and County Health orders and laws, the District has determined that unit members and students shall fully return to in-person instruction.

a. Reasonable Accommodations and Interactive Process.

The Parties agree that if a unit member believes that they are unable to return to full in-person student instruction for the 2021-2022 school year due to a disability or medical condition, the unit member should contact the District's Human Resources Department to schedule an interactive process to determine whether they are eligible for reasonable accommodations.

3. Expanded Learning Opportunities Rates:

The Parties agree that the Parties met, negotiated, and agreed to the expanded learning opportunity hourly rates approved by the District's Board in 2021 and implemented for unit members during the summer of 2021 through the 2021-2022 school year.

4. 2020-2021 and 2021-2022 Ongoing Compensation.

The Parties agree that the following section 4 shall also apply to OTs, PTs, and COTAs.

a. 2020-2021 (2%).

Effective retroactive to July 1, 2020, two percent (2%) shall be added to the 2019-2020 NUHW salary schedule consistent with the attached 2020-2021 #30 and #35 NUHW salary schedules.

b. 2021-2022 (2%).

Effective July 1, 2021, two percent (2%) shall be added to the new 2020-2021 NUHW salary schedule consistent with the attached 2021-2022 #30 and #35 NUHW salary schedules.

c. The Parties agree that the section 4(a) and section 4(b) retroactive payments shall not apply to any supplemental pay.

5. 2021-2022 One-time Compensation.

Based upon the new 2021-2022 salary schedule, calculated consistent with the ongoing 2021-2022 increase included in this Tentative Agreement, unit members shall receive a one-time off-of-the schedule payment of 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 October 15, 2021. Unit members who are eligible for column movement during the 2021-2022 school year shall receive this one-time compensation based on their adjusted salary based on their column movement.

For unit members that change positions and/or bargaining units during the 2021-2022 school year, this one-time payment will be calculated based on the NUHW unit member's paid days working in an NUHW unit member position at the time the one-time payment is calculated and will be applied to the NUHW's unit member's pay when in paid status with the District on the date of October 15, 2021.

6. OT, PT, and COTA Unit Members' Implementation Date.

Effective upon ratification of this Agreement by both Parties, the Parties agree that, unless otherwise specified in this Agreement and any other negotiated written and signed agreements with different effective dates pertaining to Occupational Therapists, Physical Therapists, and Certified Occupational Therapy Assistants (OTs, PTs, and COTAs), the Parties' negotiated agreements, including this Tentative Agreement, shall be implemented by both Parties for all unit members in the following positions: OTs, PTs, and COTAs.

7. Recognition, Article 2.

The Parties agree to the following revisions to Article 2:

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

~~2.2 Due to legal, student, and District needs, the District shall continue to utilize contracted service providers, to perform duties and provide services for students. The performance of such services and duties by contractors does overlap with and/or are also performed by NUHW unit members. As feasible, the District has an interest in hiring more positions in 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 does may overlap with the services and duties also and/or are also performed by NUHW unit members. Should any new position or a position currently occupied by a NUHW represented employee unit member become vacant, the District shall make every effort to fill said 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.

Additionally, should the need arise for new OT, PT, or COTA positions, the District shall fill said positions with new hires represented by NUHW.

8. Negotiations Procedures, Article 4

The Parties agree to the following revisions to Article 4:

4.1 Negotiations Procedures

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.

9. Union Rights Access and Information, Article 8

The Parties agree to the following proposed Article 8, Title Change:

ARTICLE 8 – UNION RIGHTS ACCESS AND INFORMATION

10. Two Additional Professional Development Days (2021-2022 and 2022-2023).

a. NUHW and EGUSD are committed to professional development for all unit members. It is understood that all unit members shall participate in up to two days of professional development during the 2021-2022 and 2022-2023 school years only, outside of the unit member's contracted work year focused on topics that may include, but are not limited to Equity, Cultural Responsiveness, Implicit Bias Awareness, and/or other related topics.

b. Unit members shall receive per diem pay for full day participation in such training.

c. If full implementation of the training during the 2021-2022 school year does not occur, the parties shall meet and confer to discuss alternative means by which the training ~~can be completed and/or~~ will be extended into a subsequent school year.

11. Hours, Article 10.

The Parties agree to the following revisions to Article 10:

Mental Health Therapists and Behavior Support Specialists.

Revise current section 10.1 to apply only to Mental Health Therapists and Behavior Support Specialists. Add New section 10.3.2 regarding work hours for

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Physical Therapists, Occupational Therapists, and Certified Occupational Therapy Assistants. Create a separate and New section 10.6, titled “Work Year for Physical Therapists, Occupational Therapists and Certified Occupational Therapy Assistants”.

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

10.1.1 The work year for all Behavior Support Specialists and Mental Health Therapists shall be 217 days, which includes, 195 duty days, eleven (11) annual vacation days, and eleven (11) holidays, and shall be approved by the employee’s supervisor.

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 ~~Director of Student Support and Health Services~~ 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** ~~Behavior Support Specialists and Mental Health Therapists~~ 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 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.~~

10.3.3 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.

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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 ~~each~~ 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 ~~that~~ 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.

The following proposal is not a new economic item. It is a reallocation of existing 2018-2019 collectively bargained language. The District proposes to reallocate the value of the .38% as calculated in 2018-2019 from the overtime previously negotiated overtime allocation to the NUHW MHT and BSS salary schedule only. The District proposes to delete section 20.2.4 of the Parties' collective bargaining agreement as follows.

~~20.2.4 Overtime Allocation. Effective July 1, 2018 for the 2018-2019 school year, the parties agree to allocate .38% toward overtime compensation on an on-going basis.~~

New Section 10.6 Physical Therapists, Occupational Therapists, and Certified Occupational Therapy Assistants.

(Note: The following includes: 177 duty days + 15 Holidays = 192 paid days. The Parties acknowledge that this work year does not equate to a full year of CalPERS service credit which requires 1,720 hours. The District makes no assurances regarding any CalPERS eligibility and entitlements.)

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

a. The work year for all Physical Therapists, Occupational Therapists and Certified Occupational Therapy Assistants shall be 192 paid days, which includes one hundred and seventy-seven (177) duty days, and fifteen (15) holidays. For less than full time Physical Therapist, Occupational Therapist, and Certified Occupational Therapy Assistant unit members, vacation and sick leave accrual and usage shall be prorated.

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Two (2) days of the 177 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 shall be determined by such unit member's supervisor based upon each school site's pre-service day calendar.

b. 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.

12. Working Conditions, Article 11

Effective January 1, 2022, the Parties agree to the following revisions to Article 11:

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 one-year (1 year) 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.

11.5 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.

13. Transfers, Article 12

Effective upon ratification of this Agreement, the Parties agree to add the following PTs, OTs, and COTAs positions to Article 12, Transfer language as follows:

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.

12.2.3 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, 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 supervisor.

12.3 Involuntary Transfers

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.

14. Evaluations, Article 14.

The Parties agree to the following revisions to Article 14 and to renumber accordingly:

~~a. On July 1, 2021, the Parties agree to add the MHT and BSS positions to the Evaluation Article as follows:~~

b. Upon ratification of this Agreement, the Parties agree to add the PT, OT, and COTA positions to the Evaluation Article as follows:

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 ~~their~~ 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.

15. Article 16, Vacation.

Mental Health Therapists and Behavior Support Specialists. The Parties agree to the following revisions to Article 16:

a. Mental Health Therapists (MHTs) and Behavior Support Specialists (BSSs). The parties agree to re-label and apply Sections 16.1 through and including 16.5 to Mental Health Therapists and Behavior Support Specialists only.

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. In general, Vacation days ~~shall should~~ 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.

16.4.3 Subject to the terms and conditions of Article ~~16.5.4~~ **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.

b. Effective upon ratification of this agreement, the Parties agree to add the following new sections to the Parties' collective bargaining agreement:

NEW: Vacation Section 16.6, Physical Therapists, Occupational Therapists and Certified Occupational Therapy Assistants:

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)

OT, PT and COTA unit member vacations will be granted only at times of the year when they will not interfere with IEP services to students, normal operation of the school or department, and require prior approval by the employee's immediate supervisor.

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.

16.6.3.1 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.

NEW 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.

16. NEW. Bereavement Leave, Section 17.6.

Effective January 1, 2022, the Parties agree to replace section 17.6.1 and 17.6.3 of the collective bargaining agreement as follows:

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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.

17.6.3 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.

17. Paid Pregnancy Disability Leave

Effective January 1, 2022, replace existing sections 17.9.1 and 17.9.2 with the following:

New 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 and the estimated amount of time off the unit member requires as a result of the 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.

17.9.4 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.

17.9.2 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.

18. New: COVID-19 Supplemental Paid Sick Leave

Effective October 1, 2021, if the California COVID-19 Supplemental Paid Sick Leave law is not extended by law or order and is also not replaced by another mandated State or Federal COVID-19 Paid Sick Leave Law by October 1, 2021, then for the remainder of the 2021-2022 school year, the District agrees to continue to provide the equivalent of the California COVID-19 Supplemental Paid Sick Leave to unit members. This section shall expire unless otherwise agreed upon by the parties on June 30, 2022.

If the California COVID-19 Supplemental Paid Sick Leave law is extended by law or order or is replaced by another mandated State or Federal COVID-19 Paid Sick Leave Law, then the Parties agree to meet and negotiate the effects of this new leave.

Unit members are entitled to a maximum of ten days of this Supplemental Paid Sick Leave per the 2021-2022 school year. If this Supplemental Paid Sick leave is extended by the District under the terms of this section, then beginning on October 1, 2021, employees, who are not directed by the District to quarantine,

will be required to provide medical verification, or proof of vaccine for reasons related to side-effects, or proof of COVID-19 test result in order to be eligible for this Supplemental Paid Sick Leave. If a situation does not fall within any of the above referenced means of verification, the unit member may appeal to the Chief Human Resources Officer for review.

When applicable as a result of a COVID-19 exposure at a school or district worksite/facility, COVID-19 related workers' compensation and Cal-OSHA laws shall also apply.

In the event that a unit member has questions related to available leaves or has concerns about the exhaustion of available leaves, the unit member may contact the Human Resources Department for guidance.

19. Parental Leave, Section 17.10

Effective January 1, 2022, the Parties agree to change "included" to "including" in Section 17.10:

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, included~~ing~~ 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.

20. Imminence of Death, Section 17.17.

Consistent with the Parties' May 13, 2020 Tentative Agreement, the Parties previously agreed to new Section 17.17 as follows:

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.

21. **ARTICLE 18 – HOLIDAYS**

The Parties agree to the following revisions to Article 18, Holidays, as follows:

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18.1 The District agrees to provide employees 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 eleven **(11)** 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

18.1.2 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 fifteen (15) 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

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.

22. Working Conditions, Article 23.

Effective January 1, 2022, the Parties agree to the following changes to Article 23, Working Group:

ARTICLE 23 – Working Group

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 two 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.

~~For the term of the collective bargaining agreement, the parties agree to participate in a two (2) separate Working Groups (one for Physical Therapists, Occupational Therapists, and Certified Occupational Therapy Assistants, and another for Mental Health Therapists and Behavior Support Specialists) with representatives from NUHW and representatives from the District to discuss facilities, supplies, student records, student transition, and professional best practice issues. Another major function of each Working Group is to address concerns around workload.~~

~~For the Mental Health Therapist and Behavior Support Specialist Working Group, the two (2) standing District representatives shall include the Director of Student Support and Health Services and the Director of Special Education. NUHW will designate three (3) standing members to the Working Group. The Working Group shall meet at least once per quarter at the request of either party though meetings may happen more frequently if mutually agreed.~~

~~For the Physical Therapist, Occupational Therapist, and Certified Occupational Therapy Assistant Working Group, the standing District representative shall be the Director of Special Education. NUHW will designate three (3) standing members to the Working~~

Group. The Working Group shall meet at least once per quarter at the request of either party though meetings may happen more frequently if needed.

23. Effective January 1, 2022, the Parties agree to revise Article 11.4, add 11.4.4 and change the title as follows:

11.4 Responsibility Factor 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.

New section 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 ~~or~~ **and** Occupational Therapist to perform lead duties as identified by the Director of Special Education. The selection of the Lead Physical Therapist ~~or~~ **and** Occupational Therapist each school year is within the discretion of the District.

24. Comparability Study.

The Parties agree to participate in a comparability study.

25. Article 22-Health Insurance Programs-New

Add New Section 22.9 as follows to be consistent with other bargaining unit agreements:



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.

26. Article 20, Compensation

a. The Parties agree to move the historical compensation references included in Article 20 and in the March 5, 2021 Response to COVID-19 MOU as described in Appendix A of this Tentative Agreement into an new Appendix in the Parties' updated and final 2021-2023 collective bargaining agreement.

b. The Parties agree to revise section 20.5 as follows:

20.5 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.

c. The parties agree to re-label and apply Sections 20.6 through and including 20.7 to Mental Health Therapists and Behavior Support Specialists only.

20.6 Mental Health Therapist or Behavior Support Specialist Schedule Placement Provisions.



20.6.1 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.

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

20.6.3 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.

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

20.6.5 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.

20.6.6 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.

20.6.7 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 year is defined as 75% of the school year. Fractional parts of one (1) year may not be combined to meet the percentage requirements;

Prior experience (including experience in the district) shall have occurred within twenty (20) years immediately preceding the date of employment with the District.

20.6.8 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:

Credit shall be given for college semester units (Quarter units equal 2/3 of a Semester unit).

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).

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.

20.7 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.

NEW: Salary Placement Provisions Section 20.8, Physical Therapists, Occupational Therapists and Certified Occupational Therapy Assistants:

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

20.8.1 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.

20.8.2 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

20.8.3 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.

20.8.4 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.

27. Article 28, Duration.



The Parties agree to revise Article 28 regarding Duration to extend the Parties' agreement two years as follows:

The collective bargaining agreement between the parties shall be effective from July 1, 2021 to June 30, 2023. The Parties agree that negotiations for the 2020-2021 and 2021-2022 are completed.

The Parties agree that for the 2022-2023 school year, salary and health benefits shall be reopened and each party may also reopen two articles of the collective bargaining agreement.

Except as provided in this Tentative Agreement, all other terms and conditions of the parties' collective bargaining agreement shall remain in full force and effect.

For EGUSD:

 / D. Reilly
 / Robert Pierce

For NUHW:



Dated: 2/2/22

Dated: 02/02/2022

COMPENSATION HISTORY
APPENDIX A
to
Tentative Agreement
between
Elk Grove Unified School District
and
National Union of Health Care Workers

January 24, 2022

The following includes a history of the current Article 20 Compensation and the First Addendum MOU, dated March 5, 2021 compensation provisions.

Effective upon ratification of this Tentative Agreement by the Parties, the Parties agree to remove the following sections from Article 20, Compensation, add the section 4 Provision in the March 5, 2021 agreement regarding one-time compensation, and to renumber and revise the sections in Article 20 with the Compensation with terms included as part of this Tentative Agreement.

A. The Parties agree to delete the following provisions from the current agreement and include these provisions as an Appendix in the updated 2021-2023 collective bargaining agreement.

20.1 2017-2018 School year (One-Time)

Effective for the 2017-2018 school year, each 1.0 full time equivalent (FTE) NUHW unit member shall receive two percent (2%) of their 2017-2018 year base salary as a one-time, off-schedule payment that will be issued by the District to each bargaining unit member consistent with the following criteria. This one-time, off-schedule payment will be prorated for part-time, part-year status bargaining unit members. To be eligible for this one-time, off schedule compensation allocation, the unit member must be in paid status with the District at the time that the one-time, off-schedule payment is paid, and the unit member must also be in paid status for at least 75% of the 2017-2018 work year assigned by the District for their position between July 1, 2017 and June 29, 2018.

20.2 2018-2019 School Year (Ongoing)

Effective July 1, 2018 for the 2018-2019 school year, the following changes shall be made to the 2017-2018 salary schedules consistent with the attached and initialed 2018- 2019 NUHW salary schedules. Please note that the increases described in this agreement are not compounded and shall only be applied consistent with the attached and initialed 2018-2019 NUHW salary schedules: 27 20.2.1 Effective July 1, 2018 for the 2018-2019 school year, the parties agree to add (1.87%) to the 2017-2018 salary schedules (Salary Schedule #30 and Salary Schedule #35) consistent with the attached and initialed 2018-2019 NUHW salary schedules.

20.2.2 Effective July 1, 2018 for the 2018-2019 school year, the parties agree to add one and one-half percent (1.5%) to the Behavior Support Specialist 2017-2018 salary schedule consistent with the attached and initialed 2018-2019 NUHW salary schedule (Salary Schedule #30). (Comparability Study)

20.2.3 Effective July 1, 2018 for the 2018-2019 school year, the parties agree to add one and thirty three hundredths of a percent (1.33%) to the Mental Health Therapist 2017-2018 salary schedule consistent with the attached and initialed 2018-2019 NUHW salary schedule (Salary Schedule #35). (Comparability Study)

20.2.4 Overtime Allocation. Effective July 1, 2018 for the 2018-2019 school year, the parties agree to allocate .38% toward overtime compensation on an on-going basis. The parties agree that this agreement shall not be finalized until the 2018-2019 salary schedules described in section A of this Agreement are initialed and dated by both parties.

20.3 2018-2019 School Year (One-Time)

Effective for the 2018-2019 school year, each 1.0 full time equivalent (FTE) NUHW unit member shall receive three and two hundredths of a percent (3.02%) of 2018-2019 year base salary as a one-time, off-schedule payment that will be issued by the District to each bargaining unit member consistent with the following criteria. This one-time, off schedule payment will be prorated for part-time, part-year status bargaining unit members. To be eligible for this one-time, off schedule compensation allocation, the unit member must be in paid status with the District at the time that the one-time, off-schedule payment is paid and must be in paid status between August 1, 2018 and September 30, 2018.

20.4 2018-2019 School Year Contingency Compensation Provisions

20.4.1 Ongoing Contingency Compensation for 2018-2019. If the District receives ongoing new LCFF revenue for the 2018-2019 school year that exceeds \$28,200,969 up to an additional \$4,691,407 dollars, then the value that exceeds \$28,200,969 up to \$4,691,407 dollars shall be allocated by the Board consistent with its interests related to Level 1 Board priorities.

If the ongoing new LCFF revenue for the 2018-2019 school year exceeds \$32,892,376, then the value of the ongoing new LCFF revenue for the 2018-2019 school year that exceeds the \$32,892,376 shall be converted into a percentage based upon NUHW's fair share. 28 The NUHW fair share value of the amount over \$32,892,376 shall be added to the NUHW salary schedule as an ongoing percentage increase. This fair share value shall be prorated if the amount equals less than one percent, based upon the bargaining unit's fair share calculation for a less than one percent increase. This fair share value shall not exceed one percent added to NUHW salary schedules.

If through 2018-2019 State legislation, the target amounts change for supplemental and concentration requiring the district to increase its allocation for supplemental and concentration programs, then the parties agree to meet and negotiate adjustments if needed.

B. The Parties agree to delete the following Section 4 from the First Addendum Memorandum of Understanding, Response to COVID-19 Corona Virus, dated March 5, 2021 and include this provision as an Appendix in the updated 2021-2023 collective bargaining agreement.

4. Compensation. The Parties acknowledge that negotiations for the 2019-2020 school year did not include a compensation enhancement due to the uncertainty of the State budget and the global pandemic. The Parties also acknowledge that due to the pandemic, extraordinary work conditions have ensued, as such unit members have adapted, and will be participating in additional duties and practices for the 2020-2021 school year.

As such, the District will make a one-time, one percent (1%) off of the salary schedule payment to unit members, based upon the unit member's actual 2020-2021 base salary. In order to be eligible for this one-time payment, unit members must be in paid status and in position control as of November 1, 2020 and this one-time off of the schedule payment shall not apply to unit members who are in unpaid status. The Parties agree that this one-time off of the schedule payment will be paid by the end of May 2021.

For EGUSD:

 / D. Reilly

Dated: 2/2/22

For NUHW:



Dated: 02/02/2022

Side Letter of Agreement
Between
Elk Grove Unified School District
And
National Union of Health Care Workers
Regarding
Group Health Insurance for
Pre-January 1, 2022 Eligible PT, OT, and COTA Unit Members
January 24, 2022

The Elk Grove Unified School District ("District") and the National Union of Health Care Workers Association ("NUHW"), collectively referred to as the "Parties", agree to the following Side Letter of Agreement ("Agreement") regarding Group Health Insurance for eligible Physical Therapist (PT), Occupational Therapist (OT), and Certified Occupational Therapists (COTA) positions described in this Agreement as follows:

1. PT, OT, and COTA Unit Members Hired After January 1, 2022.

For PT, OT, and COTA unit members hired after January 1, 2022, the Parties agree that the New Section 22.9(d) of the Parties' Tentative Agreement regarding group life insurance provisions shall apply as follows:

Add New Section 22.9 as follows to be consistent with other bargaining unit agreements:

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:

...

d. Group Term Life Insurance (Non-Management: \$50,000 Policy)

2. Legacy PT, OT, and COTA Unit Members Hired Before January 1, 2022.

a. The Parties agree to legacy OT, PT and COTA unit members, who were employed by the District before January 1, 2022. Such legacy OT, PT, and COTA unit members, hired before January 1, 2022, shall maintain a group term life insurance policy amount consistent with the same group term life insurance policy amount as that provided to EGTEAMS during the 2021-2022 school year.

b. OT, PT, and COTA unit members, hired before January 1, 2022, and who resign, retire, terminate, or change bargaining units after January 1, 2022, shall

not receive the benefit of this legacy status group life insurance policy amount included in section 2(a) above.


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 past practice for any purpose in the future.

4. The Parties agree that this Agreement takes effect upon signature of this Agreement by both Parties,

5. The Parties agree that this is the complete agreement between the Parties and that they agree that there are no other written or verbal agreements regarding the subject matter of this PT, OT and COTA group life insurance legacy agreement.

6. The Parties agree that this Agreement regarding PT, OT, COTA unit members hired before January 1, 2022, shall expires on the date that there are no PT, OT, COTA unit members employed by the District who were employed prior to January 1, 2022.


For EGUSD:



Dated: _____

2/1/2022

For NUHW:



Dated: _____

02/01/2022

APPENDIX A – SIDE LETTER OF AGREEMENT

~~July 30, 2018~~ **June 23, 2021**

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~~ **four** year- Side Letter of Agreement ("Agreement") regarding the "grandpersoned" Mental Health Therapists' and Behavior Support Specialists' work hours.

1. 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, ~~and 2020- 2021~~, **and 2021-2022** 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, ~~2021~~ **2022** 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. The parties agree that this Agreement shall expire on June 30, ~~2021~~ **2022**.
4. 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

Tara Draper

For EGUSD

[Signature]

Dated: 06/23/21

Dated: 6/23/21

The Union reserves the right to withdraw, modify, or otherwise amend its proposals in the course of the negotiations until such time as the parties reach a tentative agreement.