

Tentative Agreement  
Between  
Elk Grove Unified School District  
and  
National Union of Health Care Workers  
Regarding  
the Comparability Study

April 8, 2024

This is a Tentative Agreement (“Agreement”) between Elk Grove Unified School District (“District”) and the National Union of Health Care Workers (“NUHW”), together referred to in this Agreement as “the Parties,” regarding implementation of the Comparability Study.

Recitals

WHEREAS, NUHW and the District entered into a Tentative Agreement on February 2, 2022 to participate in a Comparability Study process.

WHEREAS, NUHW and the District enter into this Tentative Agreement to document the completion of negotiations regarding the Comparability Study provision included in the Parties’ February 2, 2022, Tentative Agreement.

WHEREAS, Partners in Education (PIE), which includes representatives from NUHW, all other District bargaining units, and the District, met and identified comparable school districts.

WHEREAS, the Parties plan to prospectively implement the following:

(1.) Effective July 1, 2024, implement a new 2024-2025 NUHW salary schedule (#32) including changes for Physical Therapists, Occupational Therapists, Certified Occupational Therapy Assistants, and Speech and Language Pathology Assistants.

(2.) Effective July 1, 2024, implement revisions to the NUHW collective bargaining agreement, as described in this Agreement, regarding the work year for Physical Therapists, Occupational Therapists, Certified Occupational Therapy Assistants, and Speech and Language Pathology Assistants.

(3.) Effective July 1, 2024, implement the attached revised 2024-2025 salary schedule (#30) to add an annual stipend as described in this Agreement for Behavior Support Specialists.

WHEREAS, the Parties wish to enter into this Tentative Agreement to memorialize the Parties’ agreements regarding completion of and implementation of the Comparability Study.

Now, therefore, the Parties agree as follows:

Agreement

1. The Parties agree that the above recitals are correct.
2. Effective July 1, 2024, and consistent with the attached revised new 2024-2025 NUHW salary schedules (#30, #32, and #35), the Parties agree to the following:

(a.) Consistent with Sections 5, 6, and 7 below, revise Article 10.6 and Article 16.6 of the collective bargaining agreement, regarding the work year and vacation accrual of Occupational Therapists, Physical Therapists, Certified Occupational Therapy Assistants, and Speech and Language Pathology Assistants.

(b.) Consistent with Section 6 below, add an annual stipend for Behavior Support Specialists.

3. Physical Therapist, Occupational Therapist, and Certified Occupational Therapy Assistant.

Effective July 1, 2024, Occupational Therapists, Physical Therapists, Certified Occupational Therapy Assistants shall receive a four percent (4%) increase to their 2024-2025 salary schedule ranges consistent with the attached 2024-2025 salary schedule (#32).

4. One Time Payment-1% 2023-2024

Effective January 1, 2024, all NUHW unit members shall receive a one-time off of the schedule payment of one percent (1%) based upon the unit member's salary schedule placement and their full time equivalency status on January 1, 2024 and based on NUHW 2023-2024 salary schedules (#30, #32, and #35). In order to be eligible for this one-time off schedule payment, the unit member must be in paid status with the District as a NUHW unit member at the time of payment. This one-time off schedule payment shall be prorated for part-time, part-year status bargaining unit members. The Parties agree that this one-time payment shall not apply to any supplemental pay (additional timesheet work).

5. Revisions to Physical Therapist, Occupational Therapist and Certified Occupational Therapy Assistant.

Effective July 1, 2024, the Parties agree to the following revisions to Article 10.6 and Article 16.6:

**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 ~~192~~ two hundred and fifteen days (215) paid days which includes ~~one hundred and seventy six (176)~~ 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.

~~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. 13 (Note: The following includes 176 duty days + 16 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.)~~

d. Two (2) days of the one hundred eighty seven (187) ~~and seventy six (176)~~ 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.

## **16.6 Vacation Accrual (OTs, PTs, and COTAs)**

All full-time Physical Therapist (PT), Occupational Therapist (OT), and Certified Occupational Therapy Assistant (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. ~~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 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 earned and unused vacation 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.

**6. Speech and Language Pathology Assistants (SLPA)**

Effective July 1, 2024, the Parties agree to incorporate Speech and Language Pathology Assistants (SLPAs) into the collective bargaining agreement consistent with the following work year and vacation accrual and the Side Letter of Agreement between the Parties, dated June 1, 2023:

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 Special 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.

**7. 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.

8. Implementation

The Parties agree that the terms and conditions of this Comparability Study Tentative Agreement complete all negotiations regarding implementation of the Comparability Study. In addition, effective beginning on July 1, 2024, the Parties agree to the attached new 2024-2025 salary schedules (#30, #32, and #35).

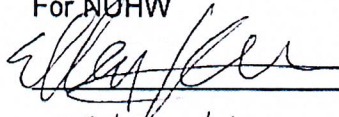
9. No Precedent or Establishment of Practice.

The terms of this Tentative Agreement do not create a past practice or set a precedent for any purpose. This Agreement is unique to the facts and circumstances in this Agreement.

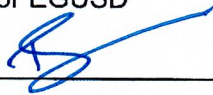
10. Entire Agreement.

This Tentative Agreement constitutes the entire agreement between NUHW and the District regarding the NUHW Comparability Study. No other promises, agreements, or statements between NUHW and the District shall be binding unless made in writing and signed by all Parties hereto.

For NUHW

  
\_\_\_\_\_  
Ellen Kress  
\_\_\_\_\_  
\_\_\_\_\_  
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For EGUSD

  
\_\_\_\_\_  
D. REILLY  
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\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

4/09/24

Dated: \_\_\_\_\_

4/9/24

**ELK GROVE UNIFIED SCHOOL DISTRICT  
 NATIONAL UNION OF HEALTH CARE WORKERS (NUHW)  
 Salary Schedule #32  
 2024/2025  
 DRAFT - 04/01/2024 with 4% on OT, PT, and COTA**

Classification	EXPERIENCE STEPS						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6 & 7	STEP 8+
Occupational Therapist	87,416	91,353	95,466	99,758	104,249	108,938	114,374
Physical Therapist	87,416	91,353	95,466	99,758	104,249	108,938	114,374
Certified Occupational Therapist Assistant	63,480	66,335	69,322	72,443	75,704	79,107	83,059
Speech Language Pathology Assistant	57,730	60,328	63,044	65,882	68,848	71,942	75,536

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.

Annual salary is paid on a 215 day work year, inclusive of 187 duty days, 16 holidays, and 12 vacation 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 July 1, 2024  
 Revised XXXXXXXX XX, 2024  
 Board approved: XXXXXXXX XX, 2024

*DR*  
*EUK*

**ELK GROVE UNIFIED SCHOOL DISTRICT**  
**NATIONAL UNION OF HEALTHCARE WORKERS**  
**2024/2025**  
**DRAFT - 2/13/2024**

**SALARY SCHEDULE #30**

<b>BEHAVIOR SUPPORT SPECIALISTS</b>		
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**

<b>MENTAL HEALTH THERAPISTS</b>		
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 hour work day), inclusive of 194 duty days, 12 holidays and 11 vacation days, and shall be approved by the employee's supervisor per section 10.1 of the collective bargaining agreement.

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.

For Behavior Support Specialists, an annual bonus of 8.25% of Step 1 will be paid for a Board Certified Behavior Analyst, Master's or Doctorate degrees.

For Mental Health Therapists, an annual Doctoral bonus equal to 8.25% of Step 1 will be paid as well as an \$1,100 maximum annual mileage allowance. A responsibility factor will be applied for Mental Health Therapists selected to perform duties of a unique nature resulting in 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 July 1, 2024

Revisions made in accordance with the Comparability Study MOU signed on xxxxx xx, 2024

Board approved: xxxxxx xx, 2024