



**NATIONAL UNION OF  
HEALTHCARE WORKERS**

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**Collective Bargaining Agreement**

**with**

**Elk Grove Unified School District**

**July 1, 2018 – June 30, 2020**

## TABLE OF CONTENTS

PREAMBLE .....	2
ARTICLE 1 – AGREEMENT .....	2
ARTICLE 2 – RECOGNITION .....	2
ARTICLE 3 – DISTRICT RIGHTS .....	2
ARTICLE 4 – NEGOTIATIONS .....	5
ARTICLE 5 – UNION RIGHTS .....	5
ARTICLE 6 – NEW EMPLOYEES, ORIENTATION, EMPLOYEE LISTS .....	7
ARTICLE 7 – UNION COMMITTEE ON POLITICAL EDUCATION.....	7
ARTICLE 8 – UNION RIGHTS .....	8
ARTICLE 9 – GRIEVANCE PROCEDURE .....	8
ARTICLE 10 – HOURS .....	11
ARTICLE 11 – WORKING CONDITIONS .....	12
ARTICLE 12 – TRANSFER .....	13
ARTICLE 13 – PERSONNEL RECORDS .....	14
ARTICLE 14 – EVALUATIONS.....	15
ARTICLE 15 – UNIT MEMBER SAFETY .....	15
ARTICLE 16 – VACATION.....	16
ARTICLE 17 – LEAVES .....	17
ARTICLE 18 – HOLIDAYS .....	25
ARTICLE 19 – LAYOFF AND REEMPLOYMENT.....	26
ARTICLE 20 – COMPENSATION .....	26
ARTICLE 21 – ARBINGER TRAINING .....	30
ARTICLE 22 – HEALTH INSURANCE PROGRAMS .....	30
ARTICLE 23 – WORKING GROUP.....	32
ARTICLE 24 – MISCELLANEOUS .....	32
ARTICLE 25 – COMPLETION OF NEGOTIATIONS .....	33
ARTICLE 26 – SAVINGS .....	33
ARTICLE 27 – CONCERTED ACTIVITIES.....	33
ARTICLE 28 – DURATION.....	34
APPENDIX A – SIDE LETTER OF AGREEMENT.....	35
APPENDIX B – JHCC AGREEMENT.....	37
APPENDIX C – 2018-2019 SALARY SCHEDULE .....	40
APPENDIX D – TENTATIVE AGREEMENT .....	43

## **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 the first 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 Therapist and Behavior Support Specialist only, excluding temporary employees, who work less than 146.25 days each school year, and excluding substitute employees.

## **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:

- 3.1.1 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;

- 3.1.2 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;
- 3.1.3 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;
- 3.1.4 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;
- 3.1.5 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;
- 3.1.6 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;
- 3.1.7 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;
- 3.1.8 Job classification and the content and qualifications;
- 3.1.9 Duties within the job description and standards of performance of all employees; and whether unit members adequately perform such duties and meet such standards;
- 3.1.10 Dates, times and hours of operation, District facilities, functions and activities;

- 3.1.11 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;
- 3.1.12 Rules, regulations and policies for students and the public; and
- 3.1.13 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.
- 3.1.14 All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District.
- 3.1.15 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.
- 3.1.16 The District retains its rights to temporarily amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency.
- 3.1.17 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.
- 3.1.18 In addition, the declaration of an emergency, which temporarily amends, modifies, or rescinds rights guaranteed under this Agreement shall be subject to judicial review.
- 3.1.19 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.
- 3.1.20 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 insure 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 four (4) 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 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 Human Resources 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**

The work year for all employees shall be 217 days, which includes annual vacation days and 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 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 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 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.

### 10.4 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 cash 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 works overtime shall be paid an overtime rate of not less than one and one-half times his/her regular rate of pay. Overtime must be pre-approved or ordered in advance by the employee's immediate supervisor and/or the Superintendent.

## **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 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 are not grievable.

### 11.3 Probationary Period

The probationary period for all new employees shall be a period of one year (1 year). 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 Responsibility Factor

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.

### 11.5 Mileage Reimbursement

11.5.1 Behavior Support Specialist 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 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 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 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

12.3.1 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 Therapist and Behavior Support Specialist 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 Evaluations of Mental Health Therapists and Behavior Support Specialists shall be conducted by their 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 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, 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**

16.1.1 All 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 employee 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**

16.2.1 All full-time employees shall earn paid vacation time as follows:

16.2.2 Accrual Rate. Full time unit members 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 employees shall be entitled to vacation on a pro rata basis.

### **16.3 Vacation Scheduling**

Unit members shall 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 immediate supervisor.

### **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 16.5.4 below, 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 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 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 An employee granted vacation leave shall be compensated at his/her regular rate of pay at the time the vacation is taken. If a paid holiday falls at a time 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.

## **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 the 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 the diagnosis, care, or treatment of an existing health 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 suspect 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. Bereavement leave shall provide time off work upon the death of a member of the employee's immediate family. Immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, 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. An employee shall be granted up to three (3) days leave for bereavement purposes. If out-of-state travel is required, up to five (5) days of leave shall be allowed. Additional days of absence may be provided under the terms of the personal necessity leave provisions of this Agreement. If the loss is of a spouse or a child, unit members shall be granted ten (10) days of bereavement leave.

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.

#### 17.9 Pregnancy Disability Leave

17.9.1 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 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 reason 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 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 sign off on a monthly absence report summary verifying vacation and sick leave usage.

## **ARTICLE 18 – HOLIDAYS**

18.1 The District agrees to provide employees 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 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

18.2 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 The District shall notify the Union and the affected employees 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 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:

- 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.

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.

20.4.2 One time Contingency Compensation for 2018-2019. If the District receives one time, unrestricted, discretionary funding, included in the final State approved budget, for the 2018-2019 school year that exceeds \$17,685,103, then the dollar value that exceeds \$17,685,103 shall be converted into a percentage based upon NUHW's fair share. The dollar value that exceeds \$17,685,103 shall be paid on a one time, off of the schedule basis to unit members based upon NUHW's fair share value for all bargaining units not to exceed one percent. This contingent one-time, off schedule compensation allocation will be prorated for part-time, part-year status bargaining unit members. To be eligible for this contingent one-time, off schedule salary compensation allocation, a unit member must be in paid status between August 1, 2018 and September 30, 2018.

## 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.

## 20.6 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. 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.

- 20.6.8 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:

- 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.

## 20.7 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.

## **ARTICLE 21 – ARBINGER TRAINING**

NUHW and EGUSD are committed to Arbinger in Education training for all unit members. It is understood that all unit members are expected to participate in this training, and the training shall not exceed eight (8) hours. For such training provided outside of work hours and/or work days, unit members will have the option of receiving either pay at the hourly rate of \$40.00 per hour (not the per diem rate), or salary schedule credit equivalent, once all eight (8) hours of training are completed. Hourly pay and salary schedule credit for this training shall not exceed eight (8) hours. The eight (8) hours of Arbinger in Education training shall be scheduled at various times over a period of three school years (2018-2019, 2019-2020 and 2020-2021).

## **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 and employee’s total annual contribution toward an eligible employee’s health and welfare benefits shall be the same EGTEAMS’ 80/20 low cost plan option with the wellness rebate option. The Employee’s annual contribution toward health and welfare benefits toward the low cost plan premium costs, and toward any plan that costs in excess of this amount shall be paid by the employee through monthly payroll deductions.

### **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 you and your spouse/domestic partner are both District employees, you may not cover each other as dependents; similarly, only one of you may cover your 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.

## **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 facilities, supplies, student records, student transition, and professional best practice issues.

The Working Group will also discuss whether there is an interest in future negotiations regarding Behavior Support Specialist responsibility factor duties of a unique nature pursuant to Education Code Section 45182. The working group will meet as needed.

The two standing District representatives to the Working Group shall include the Director of Student Support and Health Services and a designee from the Special Education Department. NUHW will also designate two standing members 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 therefore 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.


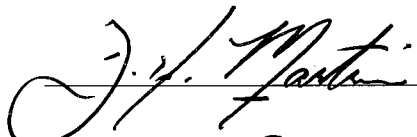
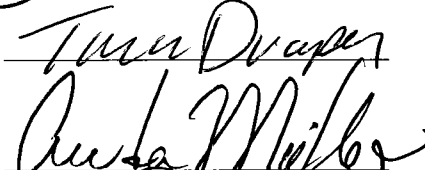
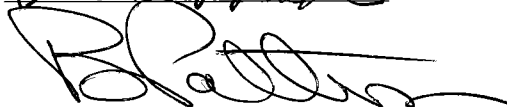
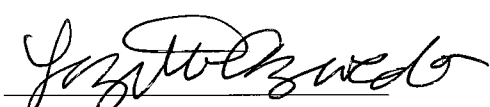

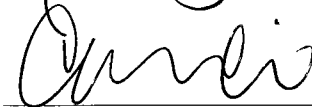
## **ARTICLE 27 – CONCERTED ACTIVITIES**

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

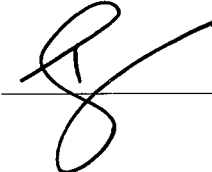
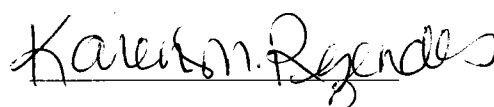
- 28.1 This agreement shall be effective from July 1, 2018 through June 30, 2020.
- 28.2 Negotiations proposals from the Union for reopeners or a successor agreement shall be submitted any time in a given year.
- 28.3 This agreement shall become effective upon ratification by parties and shall remain in effect from July 1, 2018 to June 30, 2020. The terms and conditions of the parties' collective bargaining agreement shall remain in full force and effect from July 1, 2018 through June 30, 2020. For the 2019-2020 school year, the parties agree to reopen negotiations on salary, benefits and two articles each as identified by each party.

National Union of Healthcare

  
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Dated: 7/16/19

Elk Grove Unified School District

  
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Dated: 6/21/19

## APPENDIX A – SIDE LETTER OF AGREEMENT

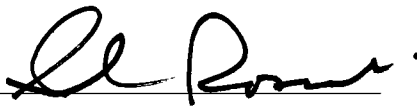
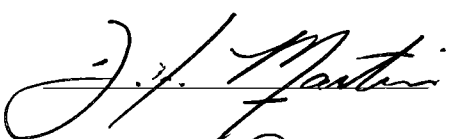
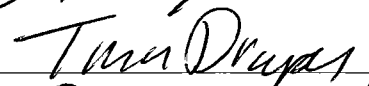
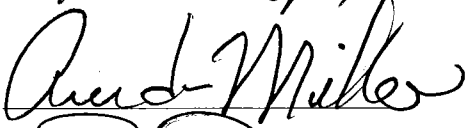
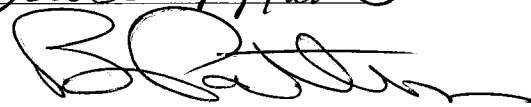
July 30, 2018

### Mental Health Therapists and Behavior Support Specialists-Hours

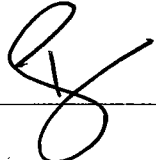
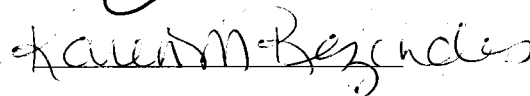
The Elk Grove Unified School District ("District") and the National Union of Health Care Worker ("NUHW"), collectively referred to as the "Parties," agree to the following three year-Side Letter of Agreement ("Agreement") regarding the "grandpersoned" Mental Health Therapists' and Behavior Support Specialists'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

1. 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 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 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.
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.

National Union of Healthcare

Elk Grove Unified School District

Justine West

Moira Bussell

Ordi

Dated: 7/16/19

Dated: 6/21/19

## APPENDIX B – 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)  
July 30, 2018

The following is an existing JHCC Agreement between Elk Grove Unified School District and five bargaining units. NUHW understands and agrees that for this JHCC Agreement to be final and effective relative to National Union of Health Care Workers (NUHW), this Agreement requires NUHW's, agreement, the District's agreement and all other bargaining units to agree to include NUHW as part of the JHCC.

### Joint Health Care Coalition Agreement

The Bargaining Units and the Elk Grove Unified School District (District) agree to the following terms and conditions regarding the Joint Health Care Coalition (JHCC):

1. In recognition of a shared responsibility for the highest quality health care at the lowest cost possible, EGUSD and all Bargaining Units listed above will create the Joint Health Care Coalition.
2. The JHCC will analyze 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 decisions made by the JHCC will be in the form of recommendations which will be communicated to the Bargaining Units and the District to be negotiated according to their particular contract language.
4. The JHCC will recommend a broker and consultant (when necessary) to the Board of Education who the JHCC believes will provide the most effective support for locating the best coverage for the lowest cost.
5. The JHCC will have two co-chairs. JHCC co-chairs shall serve two year term with the first term beginning on October 1, 2013 and ending on September 30, 2015 with a new two year term beginning on October 1st each two year period thereafter. JHCC co-chairs may be elected to serve multiple terms. One JHCC

co-chair will be selected by the District and the other JHCC co-chair will be selected by the Bargaining Units. The JHCC co-chairs will do all that is necessary to effectively run the JHCC meetings such as, but not limited to: setting the agendas, setting meeting dates, chairing the meetings, communicating with committee members, and contacting carriers, brokers, and consultants.

6. The District (Management) and the Bargaining Units (Labor) will each have one vote. Labor's one vote will be the majority vote of the six groups (AFSCME, ATU, CSEA, EGSA, PSWA, and NUHW) that comprise it. Management's one vote will be the majority vote of the groups that comprise it. It will be up to Management to determine who shall participate on the JHCC on behalf of Management.
7. JHCC decisions regarding recommendations will be made on a consensus basis which require a JHCC 2-0 vote.
8. In the event of a JHCC 1-1 vote, there will be no recommendation made by the JHCC to the Bargaining Units and the District.
9. At the beginning of each school year each participating group will submit the name(s) of their JHCC representative(s) to the JHCC co-chairs. Each participating group will also submit the name of their representative who will vote whenever necessary. In the event that the regular member cannot attend and vote, the alternate group representative should identify him or herself, and the group they represent, at the beginning of any JHCC meeting.
10. By October 1st of each school year, the JHCC shall meet at least once. The first order of business will be to select co-chairs when necessary.
11. JHCC members will be appointed for a period of two years beginning on October 1st of each two year period and should make every effort to attend all meetings.
12. JHCC Subcommittees will be utilized whenever the efficiency and effectiveness of the JHCC will be improved by the work of a subcommittee. As the need arises, subcommittees and members will be decided upon during JHCC meetings. All subcommittees will be chaired by one of the JHCC co-chairs or designee. If an Employee Wellness Committee is established and/or maintained by the District, the Employee Wellness Committee will be a subcommittee of the JHCC.
13. The JHCC sub-committee chair will report to the JHCC any findings or recommendations of the subcommittee. All subcommittee work will be on an as needed basis.

[Continued on Next Page.]

14. All sub-committee votes will follow the consensus model outline in sections 7 and 8 of this agreement.

15. The parties agree that, upon agreement by all Bargaining Units and the District, this Agreement, shall take effect.

2/22/18  
NUHW

Date: 2/22/18

James Gallen  
AISCME

Date: 4/25/2019

Ramona K.  
ATU

Date: 4/25/2019

Lou Zalles  
I.S.T.A.

Date: 4/25/2019

John  
EOLA

Date: 4/25/2019

PSWA

Date: 4/25/19

District

Date: 8/24/18



## APPENDIX C – 2018-2019 SALARY SCHEDULE

*See Elk Grove Unified School District Website:*

- *Behavior Support Specialists Salary Schedule #30*  
<http://www.egusd.net/wp-content/uploads/2019/01/BSS30.pdf>
- *Mental Health Therapists Salary Schedule #35*  
<http://www.egusd.net/wp-content/uploads/2019/01/MHT35.pdf>

**ELK GROVE UNIFIED SCHOOL DISTRICT  
BEHAVIOR SUPPORT SPECIALISTS  
NATIONAL UNION OF HEALTHCARE WORKERS  
SALARY SCHEDULE #30  
2018/19**

<b>BEHAVIOR SUPPORT SPECIALISTS</b>		
<b>STEP</b>	<b>INITIAL SALARY</b>	<b>INITIAL SALARY +15 UNITS</b>
1	\$63,862	
2	67,407	
3	72,484	
4	77,504	
5	82,470	
6	87,530	
7	93,658	
8	<u>98,352</u>	
9		98,352
10		98,352
11		99,339
12		99,339
13		100,321
14		100,321
15		101,302
16		101,302
17		102,286
18		102,286
19		104,255

**BEHAVIOR SUPPORT SPECIALISTS WORK YEAR:** 217 PAID DAYS - 8 hr. work day (The work year for all employees shall be 217 days, which includes 195 duty days, 11 annual vacation days and 11 holidays, and shall be approved by by the employee's supervisor per Section 10.1 of the collective bargaining agreement.)

New employees with no prior behavior support specialist 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 Associate Superintendent for Human Resources. Prior experience must have occurred within 30 years immediately preceding hire date.

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

Behavior Support Specialists attending Arbinger Training outside of work hours have the option of receiving compensation at \$40 per hour or receiving salary schedule credit equivalent.

**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 15th of the following month.

Effective 07/01/18 - 3.37% was added to the 2017-2018 salary schedule.

Revised 12/19/18 moved step 8 to left side of salary schedule; increased maximum years of credit from 5 to 7 years and prior experience increased from 10 to 20 years.

Board Approved: 05/15/19

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**ELK GROVE UNIFIED SCHOOL DISTRICT  
MENTAL HEALTH THERAPISTS  
NATIONAL UNION OF HEALTHCARE WORKERS  
SALARY SCHEDULE #35  
2018/19**

<b>MENTAL HEALTH THERAPISTS</b>		
<b>STEP</b>	<b>INITIAL SALARY</b>	<b>INITIAL SALARY +15 UNITS</b>
1	\$67,794	
2	71,783	
3	77,191	
4	82,538	
5	87,824	
6	93,214	
7	99,738	
8	<u>104,739</u>	
9		104,739
10		104,739
11		105,788
12		105,788
13		106,836
14		106,836
15		107,879
16		107,879
17		108,928
18		108,928
19		111,021

MENTAL HEALTH THERAPISTS WORK YEAR: 217 PAID DAYS - 8 hr. work day (The work year for all employees shall be 217 days, which includes 196 duty days, 11 annual vacation days and 11 holidays, and shall be approved by the employee's supervisor per section 10.1 of the collective bargaining unit.)

New employees with no prior mental health therapist 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 Associate Superintendent for Human Resources. Prior experience must have occurred within 20 years immediately preceding hire date.

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

\$1100.00 maximum mileage allowance annually to Mental Health Therapists.

The Mental Health Therapist selected to perform responsibility factor duties of a unique nature shall receive a 5% differential allowance above their current salary placement for the school year.

Mental Health Therapists attending Arbutus Training outside of work hours have the option of receiving compensation at \$40 per hour or receiving salary credit equivalent.

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.

Effective 7/1/18 - 3.20% was applied to the 2017-2018 salary schedule.

Revised 12/13/18: moved step 8 to left side of salary schedule; increased maximum years of credit from 5 to 7 years and prior experience increased from 10 to 20 years.

Board Approved: 01/13/19

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## **APPENDIX D – TENTATIVE AGREEMENT**

**TENTATIVE AGREEMENT  
NATIONAL UNION OF HEALTHCARE WORKERS  
And  
ELK GROVE UNIFIED SCHOOL DISTRICT  
August 13, 2018**

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 Tentative Agreement (Agreement) to establish the first collective bargaining agreement between the parties and to resolve negotiations for the 2017-2018 and 2018-2019 school years with no reopeners. This Tentative Agreement is a package proposal and includes the new collective bargaining agreement with the term of July 1, 2018 to June 30, 2020.

All of the terms included in this Agreement are contingent upon approval by the Sacramento County Office of Education and ratification by both parties.

A. The following terms and conditions shall be incorporated into the proposed collective bargaining agreement included below:

**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.

**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:

a. 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.

b. 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)

c. 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)

d. 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.

### **3. 2018-2019 School Year (One-Time)**

#### **One-Time 3.02%**

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.

### **4. Arbinger Training**

NUHW and EGUSD are committed to Arbinger in Education training for all unit members. It is understood that all unit members are expected to participate in this training, and the training shall not exceed eight (8) hours. For such training provided outside of work hours and/or work days, unit members will have the option of receiving either pay at the hourly rate of \$40.00 per hour (not the per diem rate), or salary schedule credit equivalent, once all eight (8) hours of training are completed. Hourly pay and salary schedule credit for this training shall not exceed eight (8) hours. The eight (8) hours of Arbinger in Education training shall be scheduled at various times over a period of three school years (2018-2019, 2019-2020 and 2020-2021).

### **5. 2018-2019 School Year Contingency Compensation Provisions**

#### **a. 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.

(SR307816)

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.

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. One time Contingency Compensation for 2018-2019**

If the District receives one time, unrestricted, discretionary funding, included in the final State approved budget, for the 2018-2019 school year that exceeds \$17,685,103, then the dollar value that exceeds \$17,685,103 shall be converted into a percentage based upon NUHW's fair share. The dollar value that exceeds \$17,685,103 shall be paid on a one time, off of the schedule basis to unit members based upon NUHW's fair share value for all bargaining units not to exceed one percent. This contingent one-time, off schedule compensation allocation will be prorated for part-time, part-year status bargaining unit members. To be eligible for this contingent one-time, off schedule salary compensation allocation, a unit member must be in paid status between August 1, 2018 and September 30, 2018.

**8. 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 facilities, supplies, student records, student transition, and professional best practice issues.

The Working Group will also discuss whether there is an interest in future negotiations regarding Behavior Support Specialist responsibility factor duties of a unique nature pursuant to Education Code Section 45182. The working group will meet as needed. The two standing District representatives to the Working Group shall include the Director of Student Support and Health Services and a designee from the Special Education Department. NUHW will also designate two standing members to the working group. The working group will meet as needed.

**9. New Collective Bargaining Agreement-Section B Below**

{SR308816}

Please see the following proposed collective bargaining agreement in Section B, which is a component of this package proposal.

## **B. COLLECTIVE BARGAINING AGREEMENT**

### **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 Therapist and Behavior Support Specialist only, excluding temporary employees, who work less than 146.25 days each school year, and excluding substitute employees.

### **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:

3.1.1 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;

3.1.2 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

{SR308816}

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;

3.1.3 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;

3.1.4 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;

3.1.5 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;

3.1.6 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;

3.1.7 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;

3.1.8 Job classification and the content and qualifications;

3.1.9 Duties within the job description and standards of performance of all employees; and whether unit members adequately perform such duties and meet such standards;

3.1.10 Dates, times and hours of operation, District facilities, functions and activities;

3.1.11 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;

{SR203816}



3.1.12 Rules, regulations and policies for students and the public; and

3.1.13 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.

3.1.14 All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District.

3.1.15 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.

3.1.16 The District retains its rights to temporarily amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency.

3.1.17 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.

3.1.18 In addition, the declaration of an emergency, which temporarily amends, modifies, or rescinds rights guaranteed under this Agreement shall be subject to judicial review.

3.1.19 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.

3.1.20 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 insure 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.

(SR303316)

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 four (4) 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 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 I—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 II—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 III—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 Human Resources 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 IV—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.

{SR343816}

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**

The work year for all employees shall be 217 days, which includes annual vacation days and 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 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 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 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.

#### 10.4 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 cash 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 works overtime shall be paid an overtime rate of not less than one and one-half times his/her regular rate of pay. Overtime must be pre-approved or ordered in advance by the employee's immediate supervisor and/or the Superintendent.

### **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 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 are not grievable.

#### 11.3 PROBATIONARY PERIOD

The probationary period for all new employees shall be a period of one year (1 year). 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 RESPONSIBILITY FACTOR

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.

#### 11.5 MILEAGE REIMBURSEMENT

11.5.1 Behavior Support Specialist 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**

#### ADVERTISEMENT OF VACANCIES

12.1 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.

12.2 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.

#### VOLUNTARY TRANSFERS

12.3 Mental Health Therapists and Behavior Support Specialists 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 will submit a written request to their immediate supervisor.

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

{SR303816}

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

12.5 When a transfer request does not result in a transfer, the Mental Health Therapist or Behavior Support Specialist 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.

#### **INVOLUNTARY TRANSFERS**

12.6 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.

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

12.8 Mental Health Therapist and Behavior Support Specialist preferences for assignment and school location will be considered.

12.9 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 Evaluations of Mental Health Therapists and Behavior Support Specialists shall be conducted by their 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 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, 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**

##### **VACATION ELIGIBILITY**

16.1.1 All employees shall earn paid vacation time as provided under Sections 16.2 and 16.3.

16.2.1 The term and duration of employment to be used for determining vacation time shall be based on the time served by the employee during the fiscal year. For purposes of this Article, the fiscal year is defined as the period from July 1 to June 30.

16.2.2 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.

### 16.3 VACATION ACCRUAL

16.3.1 All full-time employees shall earn paid vacation time as follows:

#### 16.3.2 Accrual Rate

Full time unit members 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.

16.3.3 Part-time and part-year employees shall be entitled to vacation on a pro rata basis.

### 16.4 VACATION SCHEDULING.

Unit members shall 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 immediate supervisor.

### 16.5 OTHER REQUIREMENTS

16.5.1 Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.

16.5.2 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.

16.5.3 Subject to the terms and conditions of Article 16.4.5 below, 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.

16.5.4 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 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.

16.5.5 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 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.

16.5.6 An employee granted vacation leave shall be compensated at his/her regular rate of pay at the time the vacation is taken. If a paid holiday falls at a time 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.

#### 16.6 Absence Reporting

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

### **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.

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- 17.1.3 Unused sick leave may be accumulated from year-to-year to the extent authorized by law.
- 17.2.1 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:
1. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or the employee's family member.
  2. For an employee who is a victim of domestic violence, sexual assault, or stalking, to take time off for the following:
    - (A) 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;
    - (B) To seek medical attention, obtain services from a shelter, program, or rape crisis center;
    - (C) To obtain psychological counseling;
    - (D) To participate in safety planning ;or
    - (E) To take other actions to increase safety from future incidents.
- 17.2.2 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 the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; or a sibling.
- 17.2.3 Sick leave used for the diagnosis, care, or treatment of an existing health 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.
- 17.3 General Requirements.
- 17.3.1 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.

- 17.3.2 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.
- 17.3.3 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.
- 17.3.4 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 suspect abuse of the sick leave policy, the District may send an employee to a physician selected by the District at the District's expense.

17.4 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.

17.4.1 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.

17.4.2 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.

{SR303816}



17.5 Personal Necessity Leave.

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

17.5.2 Acceptable reasons for the use of personal necessity include:

1. 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.
2. An accident involving the employee's person or property or the person or property of a member of the employee's immediate family.
3. Required appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or other order made with jurisdiction.
4. Personal business of a serious nature, which the employee cannot disregard.

17.5.3 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.

17.5.4 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.

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

17.5.6 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.

17.6 Industrial Accident and Illness Leave.

17.6.1 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.

17.6.2 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.

17.6.3 Requirements.

- 17.6.3.1 Allowable leave shall be for not more than sixty (60) days in any one fiscal year for the same illness or accident.
- 17.6.3.2 Allowable leave shall not be accumulated from year to year.
- 17.6.3.3 Industrial accident and illness leave shall commence on the first day of absence.
- 17.6.3.4 Industrial accident and illness leave shall be reduced by one (1) day for each absence regardless of a temporary disability indemnity award.
- 17.6.3.5 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.
- 17.6.3.6 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.

17.6.3.7 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.

17.6.4 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.

17.7 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.

17.8 Bereavement Leave.

17.8.1 Purpose. Bereavement leave shall provide time off work upon the death of a member of the employee's immediate family. Immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

17.8.2 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. An employee shall be granted up to three (3) days leave for bereavement purposes. If out-of-state travel is required, up to five (5) days of leave shall be allowed. Additional days of absence may be provided under the terms of the personal necessity leave provisions of this

Agreement. If the loss is of a spouse or a child, unit members shall be granted ten (10) days of bereavement leave.

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

17.8.5 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.

17.9 Jury Duty Leave.

17.9.1 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.

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

17.9.3 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.

17.9.4 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.

17.10 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.

17.11 Pregnancy Disability Leave. 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.

17.11.1 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.

17.12 Parental Leave. Eligible employees may take up to twelve (12) workweeks of parental leave for reason 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 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.

17.13 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.

17.14 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.

17.15 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.

17.16 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:

1. The partners have a committed relationship which has existed for at least one year; and
2. The partners both reside at the same address; and
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.

#### 17.17 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.

#### 17.18 Absence Reporting

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

### **ARTICLE 18 – HOLIDAYS:**

18.1 The District agrees to provide employees 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 holidays are a part of the 217 day work year described in section 10.1 of the collective bargaining agreement:

1. Independence Day
2. Labor Day
3. Veterans Day

{56393616}

4. Thanksgiving Day
5. The day after Thanksgiving (in lieu of Admission Day)
6. Christmas Day
7. New Year's Day
8. Martin Luther King Jr. Day
9. Lincoln Day
10. Washington Day
11. 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.

## **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 The District shall notify the Union and the affected employees 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 SALARY SCHEDULES**

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

### **20.2 SCHEDULE PLACEMENT PROVISIONS**

20.2.1 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.

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

20.2.3 Prior experience must be equivalent to the responsibility of school Mental Health Therapist or Behavior Support Specialist in the Elk Grove Unified School

(SR302616)



District, and have occurred within the twenty (20) years immediately preceding the date of employment.

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

20.3.5 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.

20.3.6 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.

20.3.7 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.

20.3.8 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.

(SR89816)

#### TRAINING INCREMENTS

20.4 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.

#### **ARTICLE 21: HEALTH INSURANCE PROGRAMS**

##### GENERAL

21.1 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.

21.2 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.

21.3 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.

21.4 The District's and employee's total annual contribution toward an eligible employee's health and welfare benefits shall be the same EGTEAMS' 80/20 low cost plan option with the wellness rebate option. The Employee's annual contribution toward health and welfare benefits toward the low cost plan premium costs, and toward any plan that costs in excess of this amount shall be paid by the employee through monthly payroll deductions.

21.5 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.

21.6 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.

##### ELIGIBILITY FOR CURRENT UNIT MEMBER FOR HEALTH AND WELFARE BENEFITS

21.7 Unit members whose regular or temporary assignment is half time or more shall be eligible to enroll.

21.8 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.

21.9 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.

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

#### ENROLLMENT IN HEALTH AND WELFARE BENEFIT PLAN

21.11 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.

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

21.13 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.

21.14 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.

21.15 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.

21.16 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 you and your spouse/domestic partner are both District employees, you may not cover each other as dependents; similarly, only one of you may cover your eligible children under the plan(s).

#### Coverage-Health and Welfare

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

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

{SR303616}

#### CANCELLATION AND REFUNDS

21.19 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.

#### TAX-SHELTERED ANNUITIES

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

#### **ARTICLE 22: MISCELLANEOUS**

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

22.2 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 23: COMPLETION OF NEGOTIATIONS**

23.1 Any individual contract between the District and the individual employee within the representational unit of this contract therefore executed shall be subject to and made consistent with the terms of this or subsequent agreements to be executed by both parties.

23.2 This agreement shall supersede any policies, regulations, rules or practices of the District, which shall be contrary to or inconsistent with its terms.

23.3 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 24: SAVINGS**

24.1 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 25: CONCERTED ACTIVITIES**

## ARTICLE 28: DURATION

26.2. Negotiations proposals from the Union for reopeners or a successor agreement shall be submitted any time in a given year.

26.5 This agreement shall become effective upon ratification by parties and shall remain in effect from July 1, 2018 to June 30, 2020. The terms and conditions of the parties' collective bargaining agreement shall remain in full force and effect from July 1, 2018 through June 30, 2020. For the 2018-2020 school year, the parties agree to reopen negotiations on salary, benefits and two articles each as identified by each party.

*J. Jackson 8/22/88*  
*John Pharm*

8/2/7  
human

Karen M. Schneider



Wm. D. Foy

Dated: 1984-8-23-16

ELK GROVE UNIFIED SCHOOL DISTRICT  
 BEHAVIOR SUPPORT SPECIALISTS  
 SALARY SCHEDULE #30  
 2018/19

SK  
 8/14/18  
 RP  
 8/14/18  
 E  
 8/14/18  
 TR  
 8/14/18  
 3/17/18  
 3/24/18

BEHAVIOR SUPPORT SPECIALISTS		
STEP	ANNUAL SALARY	MONTHLY SALARY
1	\$63,402	
2	67,432	
3	72,488	
4	77,488	
5	82,433	
6	87,478	
7	93,278	
8	97,950	
9		\$9,950
10		97,060
11		99,039
12		99,939
13		99,011
14		99,811
15		100,888
16		100,888
17		101,888
18		101,888
19		103,820

BEHAVIOR SUPPORT SPECIALIST WORK YEAR: 212 DAYS (191.5 days work year). The work year for all employees shall be 212 days, which includes 191.5 regular working days and 20.5 holidays. Holidays shall be observed by the employee's employer per Section 10.1 of the 2018/19 bargaining agreement.

For all positions within the behavior support specialist classification, the starting step is Step 1. Effective upon hire or promotion, new employees with prior experience may be granted a maximum of three (3) years credit on their initial step level. Promotion to the next classification is recommended by the Superintendent or designee. Promotion to the next classification is recommended by the Superintendent or designee.

A maximum of 10% of the total salary for Behavior Support Specialist in an amount equal to 5.2% of the total salary.

**SUBSTITUTIONS:** The job title and classification of the employee shall be the same as the job title and classification of the employee who is being substituted. The employee who is being substituted shall be paid the same salary as the employee who is being substituted.

**REVISIONS:** The salary schedule shall be reviewed annually by the Board of Education. The salary schedule shall be revised if the Board of Education determines that it is necessary to do so. The salary schedule shall be revised if the Board of Education determines that it is necessary to do so.

**APPROVAL:** The salary schedule shall be approved by the Board of Education. The salary schedule shall be approved by the Board of Education.

**ADOPTION:** The salary schedule shall be adopted by the Board of Education. The salary schedule shall be adopted by the Board of Education.



ELK GROVE UNIFIED SCHOOL DISTRICT  
MENTAL HEALTH THERAPISTS  
SALARY SCHEDULE #35  
2018/19

MENTAL HEALTH THERAPISTS		
STEP	INITIAL SALARY	INITIAL SALARY + 3% UNITS
1	\$67,517	
2	71,490	
3	75,878	
4	82,201	
5	87,480	
6	92,833	
7	98,331	
8	104,311	
9		\$104,311
10		104,311
11		105,350
12		105,358
13		106,400
14		108,400
15		107,438
16		107,438
17		108,483
18		108,483
19		110,558

*Handwritten notes:*  
8/14/18  
8/14/18  
8/14/18  
8/22/18  
J. J. Martin

MENTAL HEALTH THERAPISTS WORK YEARS: 217 PAY UNITS: 19 (9% work year) (The work year for all employees shall be 217 days, which includes 135 duty days, 31 annual vacation days and 51 holidays, with that to be approved by the employee's supervisor per section 25.1 of the collective bargaining agreement).

New employees with no prior mental health therapist experience shall be assigned to Step 1. (If the employee is an experienced prior employee with prior experience they shall not be assigned to Step 1) Salary credit on their first scheduled placement on the recommendation of the Assistant Superintendent for Human Resources. Prior employees that have become within 20 years immediately preceding hire date.

A Doctor's exam will be paid each year to Mental Health Therapist on request equal to 0.25% of Step 1.

\$100.00 premium advance will be paid annually to Mental Health Therapist.

The Mental Health Therapist selected to perform responsibility under duties of a higher grade shall receive a 5% differential (difference above their current salary) when on full time.

SENIORITY: EMPLOYEE: The salary will be from the 10th of the grade to the 12th of the following grade. (If the employee is a new hire, the salary will be from the 10th to 12th of the following grade).

Effective 7/1/18, 11% was added to the 2017-18 salary schedule.

Effective 7/1/18, added the following schedule - Mental Health Therapist work year: 217 days (9% work year) (The work year for all employees shall be 217 days, which includes 135 duty days, 31 annual vacation days and 51 holidays, with that to be approved by the employee's supervisor per section 25.1 of the collective bargaining agreement). (If the employee is an experienced prior employee with prior experience they shall not be assigned to Step 1) Salary credit on their first scheduled placement on the recommendation of the Assistant Superintendent for Human Resources. Prior employees that have become within 20 years immediately preceding hire date.

David J. Martin

Elk Grove Unified School District 2018-19 General Fund Salary Schedule #35

Side Letter of Agreement  
Between  
Elk Grove Unified School District  
And  
National Union of Health Care Workers  
7/30/18

3-Year Agreement Expires June 30, 2021  
Mental Health Therapists and Behavior Support Specialists-Hours

The Elk Grove Unified School District ("District") and the National Union of Health Care Workers ("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. 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 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, 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.

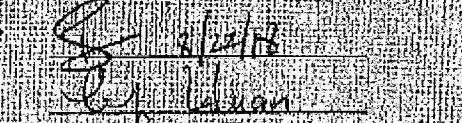


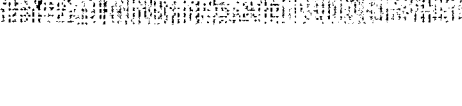
4. The parties agree that this Agreement reflects the entire agreement between the parties, supersedes all prior agreements, past practices and understandings, and that there are no verbal agreements between the parties regarding the subject matter of this Agreement.

For NUHW:

  
Tim Dwyer

(SAB03596)

For EGUSD:

  
Jeff Lujan  
  
Karen M. Rodriguez  
  
Doug Reed  
  
Mark Stacey