

NO CHANGES

ARTICLE 3 – DISTRICT RIGHTS

ARTICLE 5 – UNION RIGHTS

ARTICLE 6 – NEW EMPLOYEES, ORIENTATION, EMPLOYEE LISTS

ARTICLE 7 – UNION COMMITTEE ON POLITICAL EDUCATION

ARTICLE 9 – GRIEVANCE PROCEDURE

ARTICLE 13 – PERSONNEL RECORDS

ARTICLE 15 – UNIT MEMBER SAFETY

ARTICLE 19 - LAYOFF AND REEMPLOYMENT

ARTICLE 24 – MISCELLANEOUS

ARTICLE 25 – COMPLETION OF NEGOTIATIONS

ARTICLE 26 – SAVINGS

ARTICLE 27 – CONCERTED ACTIVITIES

Tentative Agreement Summary

ARTICLE 2 RECOGNITION

OT,PT,COTA specifics

- Implementation Date retroactive to July 1, 2021
- Protection of Bargaining Unit work by filling current and future vacancies with NUHW represented employees.
- Vacancies will be posted until filled
- The District may utilize contracted service providers, provided that vacancies remain posted until filled.
- The District and the Union will meet and confer regarding recruitment efforts.

ARTICLE 4 NEGOTIATIONS

Increase in the number of union representatives from 4 to 6 to be released to attend negotiations and grievances.

ARTICLE 8 – UNION RIGHTS Title Change to *Access and Information*

ARTICLE - 10 HOURS

- Section 10.1 – Work Year applies only to Mental Health Therapists and Behavior Support Specialists.
- New section 10.3.2 -Work hours for Physical Therapists, Occupational Therapists, and Certified Occupational Therapy Assistants.
Work Week -Five (5) workdays, normally Monday through Friday and forty (40) hours per week, unless the supervisor agrees to modify the number of hours worked each day and each week.
- Section 10.5 Overtime – the District, not the Union, will fund overtime compensation. 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.
- New section 10.6, Work Year for Physical Therapists, Occupational Therapists and Certified Occupational Therapy Assistants

192 paid days, which includes one hundred and seventy-seven (177) duty days, and fifteen (15) holidays.

2 Preservice Days pre-service day for mandatory trainings, district-mandated professional development, and site collaboration and preparation.

Article 11 – WORKING CONDITIONS

- Adequate space - to be addressed in the Working Group (Article 23)
- Probationary Period – Change per state law from 12months to 6 months. Already in effect July 01, 2021
- Leads

No change to MHT Lead language

New section 11.4.3 - Behavior Support Lead

One Behavior Support Specialist to be assigned each year to perform lead duties as identified by the Director of Student Support and Health Services. The selection of the Lead Behavior Support Specialist each school year is within the discretion of the District.

New section 11.4.4 - Occupational Therapist and Physical Therapist Leads

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

- Mileage -MHTs receive stipend and BSS,OT,PT,COTA receive reimbursement for actual mileage.

ARTICLE 12 - TRANSFER Language added to include OT,PT,COTAs upon ratification of the Tentative Agreement

ARTICLE 14 – EVALUATIONS Language added to include OT,PT,COTAs upon ratification of the Tentative Agreement

ARTICLE 16 VACATION

- Sections 16.1 through and including 16.5 to Mental Health Therapists and Behavior Support Specialists only.

New Subsection Section 16.3 If a unit member seeks to alter their annual work calendar, they will request to do so with their immediate supervisor as far in advance as possible.

- NEW: Vacation Section 16.6, Physical Therapists, Occupational Therapists and Certified Occupational Therapy Assistants upon ratification of this agreement

16.6.1 Accrual Rate - Vacation will be accrued at the rate of 15.33 hours per month for a total of 23 vacation days each school year.

16.6.2 Prorated for Part Time and Part Year employees

16.6.3 Vacation Scheduling

Granted only at times of the year when they will not interfere with IEP services to students, normal operation of the school or department, and requires prior approval by the employee's immediate supervisor.

Vacation schedule must be approved two weeks in advance by the employee's supervisor

Employees may alter their annual work calendar, they will request to do so with their immediate supervisor as far in advance as possible.

16.6.3.1 Lump Sum Compensation Upon Separation of Service

Upon separation from service, employees shall be entitled to lump- sum compensation for all earned and unused vacation, except employees who have not completed six months of employment in regular status shall not be entitled to such compensation.

16.6.3.2 Compensation of Vacation

Vacation leave shall be compensated at the regular rate of pay at the time the vacation is taken.

If a paid holiday falls at a time when employees are on paid vacation status, they shall be compensated for that day as a holiday, rather than a day of vacation.

Employees shall be required to accept compensation for their accrued and unused vacation in lieu of paid vacation leave as of May 31st of each year.

16.6.3.3. Vacation Balances

OT, PT, and COTA employees, who have an accrued and unused vacation time balance on December 31, 2021, may choose to not cash out their accrued and unused vacation time earned through December 31, 2021.

For vacation time accrued after December 31, 2021, employees shall be required to accept compensation for their accrued and unused vacation in lieu of paid vacation leave as of May 31st of each year.

Article 17 Leaves

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

Section 17.6.1 -Expansion of the definition of immediate family

Section 17.6.3

Miscarriage -Three (3) days of paid bereavement leave shall be available for unit members who experience a miscarriage.

Stillbirth -Ten (10) days of paid bereavement leave If the loss is of a spouse or a child, including stillbirth, unit members shall be granted ten (10) days of bereavement leave.

Prior approval is not required.

Both parents may utilize bereavement leave for purposes of miscarriage and stillbirth.

- Paid Pregnancy Disability Leave- Effective January 1, 2022, replace existing sections 17.9.1 and 17.9.2 with the following:

New 17.9.1 20 workdays of fully Paid Pregnancy Disability leave, prorated for less than full-time unit members, consistent with the following.

Use: Available for use during the period of the unit member's pregnancy-related disability

Shall be used first prior to sick leave use and will not be accrued and will not be coordinated with other leaves for any for other purposes.

Pregnancy Disability Leave shall not be used for medical appointments that are pregnancy-related appointments.

Eligibility – Unit member is required to submit signed medical documentation from a licensed physician to Human Resources specifying that the unit member has a pregnancy-related disability and the estimated amount of time off the unit member requires as a result of the pregnancy related disability.

Upon receipt by Human Resources of the signed medical documentation from a licensed physician specifying that the unit member has a pregnancy-related disability the unit member shall be entitled to use this Paid Pregnancy Disability Leave prior to utilizing the unit member's accrued and unused sick leave and consistent with section 17.2.3.

- New: Ten (10) days of COVID-19 Supplemental Paid Sick Leave for the 2021-2022 school year retroactive to October 1, 2021

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

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

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

17.17 Imminence of Death Leave

17.17.1 A partially paid (differential) leave, not to exceed fifteen (15) days, may be granted for a doctor certified critical or terminal illness of a member of the immediate family.

17.17.2 The cost of a substitute will be deducted from the employee's salary warrant.

Article 18 HOLIDAYS

New section for Physical Therapists, Occupational Therapists and Certified Occupational Therapy Assistants. Fifteen (15) holidays as part of the 192-day work year .

ARTICLE 20 – COMPENSATION

- Ongoing Compensation 2020-2021 and 2021-2022. The Parties agree that the following shall also apply to OTs, PTs, and COTAs.

2020-2021 (2%) Effective retroactive to July 1, 2020, two percent (2%) shall be added to the 2019-2020 NUHW salary schedule.

2021-2022 (2%) Effective July 1, 2021, two percent (2%) shall be added to the new 2020-2021 NUHW salary schedule

The Parties agree that retroactive payments shall not apply to any supplemental pay.

- One-time Compensation (2%)2021-2022

Based upon the new 2021-2022 salary schedule, calculated consistent with the ongoing 2021-2022 increase included in this Tentative Agreement, unit members shall receive a one-time off-of-the schedule payment of percent (2%). This one- time payment shall be prorated for less than full time unit members.

To be eligible for this one-time payment, the unit member must be in paid status with the District on October 15, 2021. Unit members who are eligible for column movement during the 2021-2022 school year shall receive this one-time compensation based on their adjusted salary based on their column movement.

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

- Salary Schedules – will be provided to all when available.

20.5 States that the salary schedules for MHTS and BSS continue to consist of 19 steps and are located in Appendix A.

Sections 20.6 through and including 20.7 apply to Mental Health Therapists and Behavior Support Specialists only.

NEW: Salary Placement Provisions for OT,PT,COTAs

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

20.8.1 New employees with no prior school Ot,PT,COTA experience will be assigned to Step 1

20.8.2 Newly hired OT,PT,COTAs will be placed on the salary schedule based on prior years of related/parallel, full time, evaluated work experience within the last 7 years. This work experience must be verifiable. Initial salary placement may be contested only during the employee's probationary period

20.8.3 Step Advancement.

For Physical Therapists, Occupational Therapists and Certified Occupational Therapy Assistants, experience step advancement will be earned at the completion of an assigned work year commencing with the original date of hire. For purposes of step advancement calculation, employees beginning work prior to the 16th of the month will be considered to have begun work on the first of the month. An employee starting work after the 15th of the month will be considered to have begun work on the first day of the following month.

20.3.4 Longevity Bonuses.

Longevity bonuses for OT,PT,COTAs will be paid at the end of the thirteenth, sixteenth, nineteenth, twenty-second, twenty-fifth, and twenty-eight years consistent with the attached salary schedules. Longevity is based on original date of hire with the District.

Article 22 Health Insurance Programs

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

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

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

\$150,000 Group Term -OT,PT,COTA

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

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

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

ARTICLE 23 – WORKING GROUP

Working Group with representatives from NUHW and representatives from the District to discuss facilities, supplies, student records, student transition, workload, and professional best practice issues.

The Working Group will also discuss whether there is an interest in future negotiations regarding Behavior Support Specialist, Physical Therapist, Occupational Therapist, or Certified Occupational Therapy Assistant responsibility factor (differential)

ARTICLE 28 – DURATION [Tentative Agreement]

Two-year contract to expire June 30, 2023 with a wage and benefits reopener in the second year

Appendix A - SIDE LETTER OF AGREEMENT

MHTs and BSS' who prior to the 2017-2018 school year, and currently, have a paid 30 min lunch will continue to do so through the 2021-2022 school year.

New Articles

- **Comparability Study.**
The Parties agree to participate in a comparability study.
- **Two Additional Professional Development Days (2021-2022 and 2022-2023).** -Paid per diem rate. Focused on topics that may include, but are not limited to Equity, Cultural Responsiveness, Implicit Bias Awareness, and/or other related topics.