

Del Mar Union School District

Response to DMCTA New Proposal for Modification and Addition of Contract Language to Address Inclusion of Occupational Therapists in Bargaining Unit

In Fall 2019, the Del Mar Union School District ("District") was contacted by PERB regarding the addition of Occupational Therapists to the DMCTA bargaining unit. The District did not oppose the unit modification, but noted that Occupational Therapists are classified employees whose terms and conditions of employment differ from certificated employees under California law.

This proposal expressly identifies Occupational Therapists within pertinent sections of the DMCTA collective bargaining agreement ("CBA") and, unless expressly provided herein, incorporates the parties' past practice into the CBA.

Article 1 – Recognition

- 1.2 The bargaining unit shall include all full-time or part-time certificated employees and Occupational Therapists in the Del Mar Union School District.

Article 2 – Definitions

- 2.4 "Unit member" means any District employee who is included in the appropriate unit as defined in Article 1.2, therefore covered by the terms and provisions of this Agreement.
- 2.16 "Caseload" means all pupils for whom a special education unit member (Special Day Class Teacher, Resource Specialist, Speech/Language Pathologist, Adapted Physical Education Specialist) provides special education services.

Article 11 - Evaluations

Article 11B – Occupational Therapist Evaluations

- 11B 1 Occupational Therapists shall be evaluated annually by the Special Education Director or a designee who is identified at the beginning of the year.

11B 1.1 Occupational Therapists shall be evaluated every two months during their six-month probationary period, and thereafter on an annual basis.

11B 1.2 Occupational Therapists shall be evaluated using the classified evaluation form and process.

Article 13 - Professional Responsibilities/Hours of Employment/Duty

13a Hours and Work Year of Occupational Therapists

13a.3 Occupational Therapists will attend work-related meetings (e.g., Special Education Department, SST, IEP) during the workday, consistent with past practice.

13a.4 The work year for Occupational Therapists shall be one hundred eighty-five (185) days.

13.2.1 A certificated unit member's workday shall be seven (7) hours, which includes a duty-free lunch of at least forty-five (45) consecutive minutes. An Occupational Therapist's workday shall be eight (8) hours, and Occupational Therapists shall have a duty free lunch of (30) consecutive minutes. Rainy day/minimum day lunch shall consist of at least thirty (30) consecutive minutes of duty-free obligations. Unit members may leave campus during their duty-free lunch.

13.2.2. Daily hours of employment for unit members shall begin at 7:45 a.m. and end at 2:45 p.m. Occupational Therapist daily hours will be from 7:00 a.m. – 3:30 p.m. or 7:30 a.m. - 4:00 p.m. unless released earlier by their supervisor. Association officers and staff site representatives shall be permitted to leave the work site following the end of the instructional day to attend Association activities. The Association shall notify the District of these dates.

13.5.3.1 Unit members assigned to the following special education positions perform daily duty by serving their caseload and will not be required to serve on the site duty schedule except as provided in section 13.5.3.2

Adapted Physical Education Specialist, Autism/Behavior Specialist, Resource Specialist, School Psychologist, Special Day Class Teacher, Speech/Language Pathologist, Occupational Therapist

Article 15 – Leaves

15a Article 15 shall apply to Occupational Therapists to the extent it is consistent and equivalent to those leave rights set forth in applicable Board Policies and the Education Code.

15.14.2.4 A unit member may enroll in the bank during the annual open enrollment period, in the month of October, each year. New employees, employees newly added to the bargaining unit, or employees returning from an approved leave of absence will have an open enrollment period of thirty (30) days following the date of employment or return from leave.

Article 16 – Early Retirement

Article 16 – Early Retirement (STRS Members) / Reduction In Force (Occupational Therapists)

- 16.4 The provisions of Article 16.1 does not apply to Occupational Therapists, who are ineligible for CalSTRS retirement benefits, but all full-time classified employees are eligible for the rule of 75 under CalPERS retirement benefits.
- 16.5 Notice of Layoff. In the event that the District determines that it is necessary to reduce the number of Occupational Therapist positions due to a lack of work or lack of funds, the reduction in force shall occur in reverse order of seniority. Seniority shall be determined by the first date of paid probationary service in the Occupational Therapist position. For Occupational Therapists sharing the same seniority date, seniority shall be determined by a lottery. Notice shall be given in accordance with Section 45117 of the Education Code, and the District shall notice of layoff to affected Occupational Therapists on or before March 15 for any layoff that will be effective at the end of the school year. This provision does not preclude the District from implementing an emergency layoff due to Section 45117(d) of the Education Code and does not preclude the District from implementing a layoff of Occupational Therapists with an effective date that is during the school year upon notice of sixty (60) days.
- 16.6 Reemployment Rights. An Occupational Therapist who is laid off shall have a priority right to reemployment with the District consistent with the Education Code for a period of thirty-nine (39) months following the effective date of layoff above others except for any Occupational Therapists on the thirty-nine (39) month medical reemployment list. Offers of reemployment shall be made to those on the layoff reemployment list in seniority order. An offer of reemployment may be waived, without prejudice, for up to one school year.

Article 17 – Professional Growth

17.2 Occupational Therapists shall be reimbursed for up to \$500 per year for the attendance at the OTAC Conference and/or for AOTA (American Occupational Therapy Association) approved professional learning related to school-based occupational therapy practice area for the purpose of maintaining professional licensure. Attendance must be pre-approved by the District.

Article 19 – Salaries and Benefits

19.1.1.2 Occupational Therapists who are included in the bargaining unit shall be compensated based upon the Classified Occupational Therapist salary schedule.