AGREEMENT FOR JULY 1, 2019 - JUNE 30, 2020 BETWEEN THE SAN LEANDRO UNIFIED SCHOOL DISTRICT AND TEAMSTERS' UNION LOCAL NO. 856 ALAMEDA BUILDING TRADES COUNCIL

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ARTICLE 8: SALARY AND FRINGE BENEFITS

A 3.25% salary schedule increase shall be applied to the 2019-20 Teamster/Trades salary schedule retroactive to July 1, 2019.

A 3.5% salary schedule increase shall be applied to the 2017-18 Teamster/Trades salary schedule retroactive to July 1, 2018.

A 2.0% salary schedule increase shall be applied to the 2017-18 Teamster/Trades salary schedule retroactive to July 1, 2017.

A 2.5% salary schedule increase shall be applied to the 2016-17 Teamster/Trades salary schedule retroactive to July 1, 2016.

A 5.0 % salary schedule increase shall be applied to the 2015-16 Teamsters/Trades salary schedule retroactive to July 1, 2015.

A 3.25% salary schedule increase shall be applied to the 2014-15 Teamsters/Trades salary schedule retroactive to July 1, 2014.

For the 2013-14 school year, effective July 1, 2013, a permanent and ongoing seven (7) percent increase to the Teamsters/Trades salary schedule

3% increase on salary retroactive back to July 1, 2007. No lay offs or reduction in hours for current employees during the 2008-2009 school year. This provision does not include positions that become vacant during the 2008-2009 school year.

Contingency Reopener for 2008-2009: For the 2008-09 school year the 2007-08 salary schedule shall be maintained without a reopening for negotiations unless either of the following contingencies occur: (a) Positive Funding Contingency: Negotiations may be reopened for 2008-09 if the District's unrestricted general fund receives more total revenue than received in the prior year (2007-08). In making this determination categorical and other funding sources shall be considered to ensure that the actual funds received from the net funded base revenue limit (funded means deficit factor applies) for 2008-09 exceeds what was received in 2007-08. This is approximately $1.3 million more unrestricted general fund revenue than the District forecast in its March 2008 budget projection for 2008-09. The District shall in good faith inform the Union in writing within 30 calendar days of the adoption of the State Budget whether it is expected that the needed funding will be received to qualify for the reopener. The Union shall then have 30 calendar days to challenge the District's determination or accept it. If accepted and the determination is positive the Union may notify the District in writing of the reopening of the Agreement for negotiations within 30 calendar days of the acceptance. If challenged, the determination shall be subject to the grievance procedure. If the challenge is upheld and the determination is positive (unrestricted general fund revenues for 2008-09 are projected to exceed those received in 2007-08 as described above), the Union may notify the District in writing of the reopening of the Agreement for negotiations within 30 calendar days of the final resolution of the challenge. Reopened Negotiations: If such a reopening occurs due to a useable increase in the unrestricted general fund not offset by other State imposed actual or de facto revenue reductions, negotiations shall be based on all the circumstances and conditions that apply at that time including the guideline that the bargaining unit would benefit from such new funds in proportion to their share over the overall unrestricted general fund budget expenditures.

For the 2001-2002 school year total compensation shall increase by the equivalent of a five and one-quarter percent (5.25%) increase over the 2000-2001 salary schedule. It is further agreed that the Union and the District shall meet and determine the allocation of the total compensation improvement prior to submission of the Agreement to the Governing Board for approval, including allocating one-quarter percent (0.25%) for reclassifications.

For the 2002-2003 school year the total compensation increase shall be determined by increasing the 2001-2002 salary schedule by the same percentage as the State determined funded cost-of-living adjustment which will be applied to the District's base revenue limit (hereinafter "funded COLA"). The funded COLA shall be the portion of the statutory COLA actually funded by the State Legislature during 2002-2003. For example, if the statutory COLA for the State is 2.15% and this amount is funded by the Legislature and received by the District, then this percentage increase shall be available for salary improvement and/or fringe benefit increases.

Once the State Budget is signed by the Governor showing the funded statutory COLA applicable to school districts, a forty (40) calendar day review period shall commence. On the forty-first calendar day the above 2002-2003 total compensation formula shall become final unless the Association and/or the District has given written notice of seeking a reopening of the Agreement of salary and fringe benefits. If the Association or the District determines in good faith that the funded COLA does not properly represent the actual impact of the State Budget on the District, either party may file with the other a written "Notice of Reopening" during the forty-day review period.

Notice of Reopening must include the basis for claiming that the funded COLA inadequately represents the impact of the State Budget on the District. The claims can only be supported by a showing that the Legislature: (a) reduced or added categorical or other funding such as to significantly impact the availability of General Funds, and/or (b) provided COLA adjustments to non-General Fund programs and/or other funding such as to significantly impact the availability of General Funds. Funds received by the District for increased growth are intended to offset range and column costs and are not intended to be a basis for either the Association or the District to reopen the Agreement. Additionally the Notice of Reopening must include an adjusted funded COLA which sets forth the party's good faith determination of the percentage increase that should be used to replace the "funded COLA" established by the Legislature.

Each party receiving a Notice shall have ten calendar days to accept the adjusted funded COLA specified in the Notice. If this does not occur, the Agreement shall be reopened for the limited purpose of negotiating the 2002-2003 salary and fringe benefit changes.

In the event that the District does not receive the full funded COLA within the 2002-2003 school year, the District shall either make immediate adjustments to the salary schedule to reflect actual funds received and/or remove the portion of the "funded COLA" not actually funded from continuing as part of the 2003-2004 salary schedule.

Any dispute regarding the 2002-2003 Total Compensation Settlement Formula determination and the potential reopening of the Agreement for this purpose shall be exclusively resolved through the Unfair Practice provisions of the Public Employment Relations Act.

For the 2004-2005 school year the salary schedules, differentials, and fringe benefits annual amount (full-time $5,238) shall be maintained. Additionally it is agreed that a one percent off the schedule amount shall be paid to the bargaining unit members in a manner agreed to between the District and the Union.

It is agreed that if any other bargaining unit receives compensation improvement for the 2004-2005 school year, Article 8 shall be reopened for the purpose of considering a comparable percentage increase.

8.1 **LONGEVITY:** Teamsters/Trades longevity shall consist of five (5) steps as designated below. These steps shall be calculated in the same manner that longevity is calculated for other employee groups:

Year 8 = Step 5 + 2.5%
Year 13 = Step 5 + 5%
Year 18 = Step 5 + 7.5%
Year 23 = Step 5 + 10%
Year 28 = Step 5 + 12.5%

8.2 **CERTIFICATION DIFFERENTIAL:** Bargaining Unit Members may apply for a two percent differential for pre-approved certifications related to the member's job duties and of benefit to the District. The certificate must be issued by a governmental unit, academic institution, or equivalent entity following a formal education program. Such qualifying training/education must be taken outside regular working hours and at the employee's expense. Normally the pre-approval for the differential must occur in the fiscal year immediately preceding actual payment for the differential. Such payments shall commence at the beginning of the month immediately following receipt of the certificate. Payment will only be made for as long as the certificate is current and of benefit to the District.

When application is made for pre-approval it shall be acted upon by a committee of two representatives from the district and two from the Union. If the committee deadlocks, the deciding vote shall be made by the Assistant Superintendent for Human Resources. The written decision of the committee shall be provided to the applying Bargaining Unit Member within 15 days of the committee's decision. Generally, a Bargaining Unit Member will not be pre-approved for more that one qualifying certification under this provision.

8.3 **FRINGE BENEFITS:** Effective April 1, 2015, the amount shall be increased by $217.68 from $5,538 to $5,755.68. Effective January 1, 2014, the amount shall be increased by $300 from 5,238 to 5,538. Effective July 1, 1998, this amount shall be 5,238. Such amount is to be prorated for unit members who work less than full time in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year as such part time unit members bear to seven and one half (7.5) hours a day, thirty seven and one half (37.5) hours per calendar week, four (4) calendar weeks per month, or twelve (12) calendar months during school year.

Teamster/Trades employees working thirty (30) hours or more per week shall be required to participate in one of the district's dental plans.

The parties agree to a Section 125 Plan option for premium conversion only.

8.4 **RETIRED CLASSIFIED PERSONNEL HEALTH INSURANCE:** The District shall pay health insurance premiums for retired unit members as follows:

8.4.1 Individuals who were part of the Teamster/Building Trades Unit and were receiving health benefits paid by the District as retirees shall continue to receive the health plan in which currently enrolled on the date of this Agreement. The maximum amount of the District contribution shall be the amount paid by the District for the retired individual on October 24, 1983.

Persons receiving retiree health benefits on October 24, 1983, will receive the supplemental health plan when qualified for Medicare or at age 65, whichever comes sooner. Dental insurance is not included in this provision. Benefits under this provision shall be integrated with Medicare or other medical benefits, but the District shall pay no part of the cost of Medicare.

8.4.2 For unit members retiring after October 24, 1983, the following conditions will apply:

8.4.2.1 To qualify for retiree health benefits, the unit member must be 58 years of age and have had ten (10) years of consecutive service with the District.

8.4.2.2 For the member qualified in Section 8.32 (A), the District will pay health plan premiums until the member qualifies for another health plan including, but not limited to, military government or Medicare, or until the member reaches age 65, at which time the District contribution will terminate.

8.4.2.3 For any unit member retiring after October 24, 1983, but prior to January 1, 1998, the District's contribution is limited to the actual cost of the supplemental health plan in effect for retirees, or eight hundred dollars ($800.00) per year prorated per full time equivalent (FTE), whichever is lower.

8.4.2.4 For any unit member retiring on or after January 1, 1998, and covered by this section, the District's contribution is limited to the actual cost of the supplemental health plan in effect for retirees, or one thousand dollars ($1,000) per year prorated per full time equivalent (FTE), whichever is lower.

8.4.2.5 Qualified retirees may continue to remain on the existing District health plan after age 65 at their own expense and with the approval of the health plan carrier.

8.4.2.6 Benefits under this provision shall be integrated with Medicare, or other medical benefits, but the District shall pay no part of the cost of Medicare.

8.4.2.7 Dental insurance is not included in this provision.

8.3.3 Bargaining Unit Members hired after January 1, 1997, are not able to participate in any District paid retiree health benefit program.

8.5 **CLASSIFICATIONS**: Unit members are classified for salary purposes by the Board upon recommendation of the Superintendent. They will be assigned to the schedules according to their job classification and years of experience.

8.6 **REVISION:** Subject to the meet and confer process, the Board reserves the right to revise the salary schedules.

8.7 **INCREMENTS:** Salary increment increases are based upon satisfactory performance by the unit member and require the written recommendation for such increase by the immediate supervisor or department head and approval by the Board or its designee.

8.8 **PAYMENT OF SALARY:** Classified employees shall receive their monthly salary warrants on the last working day of the month in which the unit member was in paid status. However, if it is determined that an error has been made in the calculation or reporting in any unit member payroll or in the payment of a unit member's salary, the District shall, within five (5) workdays, following such determination, provide the unit member with a statement of the correction and a supplemental payment drawn against available funds.

8.9 **BENEFITS OF PART-TIME CLASSIFIED EMPLOYEES:** All part-time members shall be entitled to sick leave and all other benefits conferred by law on classified employees. Part-time unit members shall be entitled to all leaves and benefits granted by the Board to a majority of the regular full-time unit members in the unit or to regular full-time employees in the same classified positions or general class of position; but such leaves and benefits will be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year as such part-time unit members bear to established workday, established workweek, four (4) calendar weeks per month, or twelve (12) calendar months during the school year.

Except for prorating benefits for part-time unit members as herein authorized, the Board shall provide at least the same benefits for all regular unit members in the bargaining unit as it provides for the majority of such employees.

8.10 **RESIGNATIONS:** Two (2) weeks prior notice is given to and required of unit members. The Board may accept the resignation of any unit member and may fix the time when the resignation shall take effect, which shall not be later than the close of the school year during which the resignation was presented.

8.111 **MILEAGE:** Subject to increase by the Board of Education, the District will reimburse unit members for mileage incurred on the job at the rate of twenty-nine cents (.29) per mile.

For the District — Date: 10/16/19

For Teamsters Local 856 M.Vella — Date: 10/15/19

For Building Trades K. White IBEW — Date: 10/15/19