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AGREEMENT FOR JULY 1, 2021 - June 30, 2022 BETWEEN THE SAN LEANDRO UNIFIED SCHOOL DISTRICT AND TEAMSTERS' UNION LOCAL NO. 856 ALAMEDA BUILDING TRADES COUNCIL

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ARTICLE 1: SCOPE

THIS AGREEMENT is entered into this 16th day of February, 2022, between SAN LEANDRO UNIFIED SCHOOL DISTRICT, hereinafter referred to as the "District" and TEAMSTERS LOCAL 856, affiliated with the International Brotherhood of Teamsters and Building Trades Council of Alameda County, hereinafter referred to as the "Union".

ARTICLE 8: SALARY AND FRINGE BENEFITS

A 5.19% salary schedule increase shall be applied to the 2021-22 Teamster/Trades salary schedule retroactive to July 1, 2021.

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 11

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

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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

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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.

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Zarina Zanipatin
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For SLUSD — 2/16/2022 Date

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For Teamsters Union Local no. 856 — 2/16/2022 Date

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For Alameda Building Trades Council — 2/17/2022 Date