

Board Office Use: Legislative File Info.	
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Enactment Number	13-2209
Enactment Date	10-23-13 <i>lf</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

To: Board of Education

From: Jacqueline P. Minor, General Counsel, Troy Christmas, Director, Labor Strategy *JPM*

Meeting Date: October 23, 2013

Subject: OUSD-BCTC Side Letter Agreement regarding Ongoing Salary Increase

Action Requested: Approval by the Board of Education of Side Letter Agreement between the District and BCTC regarding ongoing salary increases.

Summary: On September 18, 2013, the District and Building and Construction Trades Council of Alameda County, representing buildings and grounds craft employees, reached the attached Side Letter of Agreement regarding an ongoing pay adjustment of 1.5% to all salary schedules effective July 1, 2013 (see Attachment A of the Agreement for details).

Recommendation: Approval by the Board of Education of Side Letter Agreement between the District and BCTC regarding ongoing salary increases.

Fiscal Impact: General Purpose Fund

Attachments: - Side Letter of Agreement and Attachments A & B

SIDE LETTER OF AGREEMENT
Ongoing Salary Increases
between the
Building and Construction Trades Council
and the
Oakland Unified School District

This side letter agreement is entered into between the Building and Construction Trades Council ("Union") and the Oakland Unified School District (the "District").

The District desires to provide a salary increase to all employees, including members of the Union. The terms and conditions of the ongoing salary increase are summarized below with details attached as Attachments A & B.

Summary of Ongoing Salary Adjustment for salaried employees

- 1.5% ongoing salary increase to all salary schedules effective July 1, 2013.
- 0.5% ongoing salary increase to all salary schedules effective July 1, 2013 but contingent on specified increased funding to OUSD (See Attachment A for details Attachment B for examples).

This side letter of agreement is subject to ratification by the respective parties.

To the extent that this Side Letter Agreement conflicts with any provisions of the Collective Bargaining Agreement between the parties in effect as of the date hereof, the agreements set forth in this Side Letter shall control and any inconsistent provisions of the CBA shall be deemed modified henceforth.

In witness whereof, the parties hereto have executed this agreement this 18th day of September, 2013.

FOR THE UNION

By: 

Mary Helen Morman, Business Agent

By: 

David Hunter, Chief Shop Steward

FOR THE DISTRICT

By: 

Troy Christmas, Director of
Labor Strategy

By: 

Jenine Lindsey, Labor Coordinator

By: _____

David Kakishiba, President
Board of Education

10/24/13

By: _____

Dr. Gary Yee, Acting Superintendent
and Secretary, Board of Education

10/24/13

Approved as to form and content:

By: _____

Jacqueline P. Minor, General Counsel

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By: _____

ATTACHMENT A - Agreement Details – Terms and Conditions

1. One and one-half percent (1.5%) of the one-time salary adjustment set forth in #1 above shall automatically become an ongoing increase to all salary schedules effective July 1, 2013.
2. An additional one-half percent (0.5%), for a total two percent (2.0%) ongoing increase to all salary schedules effective July 1, 2013, shall be provided subject to the following provisions:

A. Intent

Generally, the intent of these provisions is to provide up to an additional 0.5% ongoing increase to all salary schedules effective July 1, 2013 depending on the receipt of an actual increase in the amount of ongoing unrestricted revenue the District receives from the State of California as a result of the 2013-2014 enacted State Budget Act/ trailer legislation.

B. Definitions

As used in this agreement, an increase in "unrestricted revenue" means:

1. Under the Local Control Funding Formula (LCFF), an increase in the ongoing difference between the target funding in seven years and the total 2012-13 Revenue Limit and Categorical funding (referred to as "hold harmless" funding).
 - a. This definition includes any ongoing increase in the District's unrestricted State revenue outside of the LCFF allocation.
 - b. This definition excludes any additional funding which is designated by law to be expended for specific purposes.

C. Implementation

1. Under LCFF in accordance with definition 1 above:
 - a. Determine the "hold harmless" funding amount for 2012-13.
 - b. If the amount of unrestricted revenue generated by implementation of the LCFF is at least \$7 million more than the amount of revenue defined in section 1(a) directly above, all salary schedules will be increased by 0.5% for a total 2.0% increase effective July 1, 2013.
2. In any event, the parties will meet after enactment of the 2013-2014 State Budget Act to review the State Budget and its impact on this Article.
3. The attached examples reflect the mutual intent of the parties.

ATTACHMENT B - EXAMPLES

Example 1

Local Control Funding Formula

2012-13 Hold Harmless Funding	\$180,993,381
Increase above Hold Harmless Funding	\$7,000,000
Total LCFF Unrestricted Ongoing Revenue	\$187,993,381

The increase above the 2012-13 Hold Harmless funding is at least \$7,000,000 ongoing and therefore the additional 0.5% increase shall be applied to all salary schedules effective July 1, 2013.

Example 2

Local Control Funding Formula

2012-13 Hold Harmless Funding	\$180,993,381
2013-14 Increase above Hold Harmless Funding	\$6,999,999
Total LCFF Unrestricted Ongoing Revenue	\$187,993,380

An additional 0.5% increase shall not be applied to the 2012-13 salary schedules effective July 1, 2013.

Example 3

Local Control Funding Formula

2012-13 Hold Harmless Funding	\$180,993,381
2013-14 Increase above Hold Harmless Funding	\$6,999,999
2013-14 Additional Unrestricted State Revenue	\$1
Total LCFF Unrestricted Ongoing Revenue	\$187,993,381

An additional 0.5% increase shall be applied to all salary schedules effective July 1, 2013.