

Local 21

County Documentation

Certification of the Districts Ability to Meet the Costs of Collective Bargaining Agreement

This disclosure document must be signed by the District Superintendent and Chief Business Official prior to the public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of Berkeley Unified District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the **The International Federation of Professional and Technical Engineers, Local 21, AFL-CIO (Local 21)** during the term of the agreement from July 1, 2016 to June 30, 2018.

The budget revisions necessary to meet the costs of the agreement in each year of its term are itemized below. If the District does not adopt all of the revisions in the current fiscal year, the County Superintendent is required to issue a qualified or negative certification on the next Interim Report per Government Code (GC) 3547.5(c)

Budget Adjustment Categories	Increase(Decrease) Year 1	Increase(Decrease) Year 2	Increase(Decrease) Year 3
Revenues/Other Financing Sources			
Expenditures/Other Financing Uses			
General Fund	98,159	220,858	149,448
Less Projections in the Budget	(98,159)	(220,858)	(149,448)
Ending Balance Increase (Decrease)	0	0	0

N/A _____ (No budget revisions necessary)

_____ *These projections are based on the attached assumptions, which become an integral part of this document.*

District Superintendent (Signature)

Date

Donald Evans

District Superintendent (Type Name)


Chief Business Official (Signature)


Date

Javetta Cleveland

Chief Business Official (Type Name)

Berkeley Unified **School District**
Public Disclosure of Collective Bargaining Agreement
In accordance with AB1200 (Chapter 1213/1991) and GC 3547.5.

Certification of Board Action

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

<p>The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code 3547.5.</p>	
<p style="text-align: center;">_____ District Superintendent (or Designee) (Signature)</p> <p style="text-align: center;">After public disclosure of the major provisions contained in this summary, the Governing Board, at its meeting on June 29, 2016 took action to approve the proposed Agreement with the International Federation of Professional and Technical Engineers, Local 21, AFL-CIO (Local 21) Bargaining Unit.</p>	<p style="text-align: center;">_____ Date</p>
<p style="text-align: center;">_____ President (or Clerk), Governing Board (Signature)</p>	<p style="text-align: center;">_____ Date</p>

Special Note: The Alameda County Office of Education reserves the right to ask any additional questions or request any additional information we feel is necessary to review the district properly under AB 1200, including a copy of the Tentative Agreement.

Berkeley Unified School District
Public Disclosure of Collective Bargaining Agreement
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of Bargaining Unit: **The International Federation of Professional and Technical Engineers, Local 21, AFL-CIO (Local 21)** Certified _____ Classified X

The proposed agreement covers a 4% salary increase effective July 1, 2015, a one time 3% salary increase effective July 1, 2016, a salary increase of 2% for FY 2016-17 effective July 1, 2016, and will be acted on by the Governing Board at its meeting on **June 29, 2016**

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Compensation		Annual Cost Prior to Proposed Agreement FY 2015-16 2nd Interim	Fiscal Impact of Proposed Agreement		
			Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
			FY 2015-16	FY 2016-17	FY 2017-18
1.	Salary Schedule (This is to include Step & Column, which is also reported separately in item 6)	\$ 83,847,837	\$ 78,780	\$ 116,257	\$ 116,257
			0.09%	0.14%	0.14%
2.	Other Compensation Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.			\$ 58,129	\$ 58,129
			0.00%	73.79%	50.00%
2a.	Description of Other Compensation One-time bonus		\$ -	\$ -	\$ -
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 18,263,051	19,380	46,474	46,474
			0.11%	0.25%	0.25%
4.	Health/Welfare Plans	\$ 9,138,353		\$ -	\$ -
			0.00%	0.00%	0.00%
5.	Total Compensation - Add Items 1 through 4 to equal 5	\$ 111,249,241	\$ 98,160	\$ 220,860	\$ 220,860
			0.09%	0.20%	0.20%
6.	Step & Column - Due to movement plus any changes due to settlement. This is a subset of item No. 1.	\$ -	\$ 1,164	\$ 2,577	\$ 2,577
7.	Total number of represented Employees (Use FTEs)	1180	25.93	25.93	25.93
8.	Total Compensation Average Cost per Employee	\$ 94,279	\$ 3,786	\$ 8,518	\$ 8,518
			4.02%	9.03%	9.03%

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9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

100%

10. Were any additional steps, columns or ranges added to the schedules? (If yes, please explain.)
No - Classification and compensation study required certain staff to change ranges
-
-
-

11. Please Include comments and explanations as necessary. (If more room is necessary, please attach additional sheet.)
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-
-

- B. Proposed Negotiated Changes in Non-compensation Items** (e.g. class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)
For 2017-18 parties agree to reopen vacation leave and two other articles of each party's choice
-

- C. What are the Specific Impacts (Positive or Negative) on Instructional and Support Programs to Accommodate the Settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (e.g. counselors, librarians, custodial staff, etc.).
On-going salary increases will be paid from on-going budgeted revenues.
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-
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- D. What Contingency Language is Included in the Proposed Agreement (e.g. reopeners, etc.)?**

For 2017-18 parties agree to reopen vacation leave and two other articles of each party's choice

- E. Will this Agreement Create, Increase, or Decrease Deficit Financing in the Current or Subsequent Year(s)?**
"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.
This will increase deficit spending in the general fund, but there is sufficient fund balance to absorb the increase.
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- F. Identify Other Major Provisions that do not Directly Affect the District's Costs; such as Binding Arbitration Grievances Procedures, etc.**

- G. Source of Funding for Proposed Agreement**

1. Current Year

The district will be using on-going revenue will pay for the on-going salary schedule increases

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

Multi-year projections show that fund balances and current year revenues will offset the ongoing increase on the s schedule

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

see above

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H. Impact of Proposed Agreement on Current Year Operating Budget (Ed. Code 42142)

	Column 1 Latest Board- Approved Budget Before Settlement As of: 03/09/2016	Column 2 Cost of Adjustments as a Result of Settlement	Column 3 Other Revisions Costs Increases (Decreases)	Column 4 Total New Budget (Col 1+2+3)
Revenues				
LCFF/Revenue Limit Sources (8010-	\$ 81,289,252	\$ -	\$ -	\$ 81,289,252
Remaining Revenues (8100-8799)	\$ 61,196,615	\$ -	\$ -	\$ 61,196,615
Total Revenues	\$ 142,485,867	\$ -	\$ -	\$ 142,485,867
Expenditures				
1000 Certificated Salaries	\$ 59,311,697			\$ 59,311,697
2000 Classified Salaries	\$ 24,538,141	\$ 71,050	\$ -	\$ 24,609,191
L 21 included in budget	\$ (71,050)			\$ (71,050)
3000 Employee Benefits	\$ 27,399,403	\$ 17,478	\$ -	\$ 27,416,881
Adj L21 included in budget	\$ (17,478)			\$ (17,478)
4000 Books and Supplies	\$ 6,942,475	\$ -	\$ -	\$ 6,942,475
5000 Services and Operating Expenses	\$ 21,814,651	\$ -	\$ -	\$ 21,814,651
6000 Capital Outlay	\$ 356,801		\$ -	\$ 356,801
7000 Other Outgo	\$ (661,706)	\$ 9,632	\$ -	\$ (652,074)
Adj L21 included in budget	\$ (9,632)			\$ (9,632)
Total Expenditures	\$ 139,603,302	\$ 98,160	\$ -	\$ 139,701,462
Operating Surplus (Deficit)	\$ 2,882,565	\$ (98,160)	\$ -	\$ 2,784,405
Other Sources and Transfers In		\$ -	\$ -	\$ -
Other Uses and Transfers Out	\$ (1,187,038)		\$ -	\$ (1,187,038)
Current Year Increase (Decrease) In Fund Balance	\$ 1,695,527	\$ (98,160)	\$ -	\$ 1,597,367
Beginning Balance	\$ 14,344,798			\$ 14,344,798
Current Year Ending Balance	\$ 16,040,325	\$ (98,160)	\$ -	\$ 15,942,165
Components of Ending Balance				
Nonspendable and Restricted 9711-9740	\$ -	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties 9780	\$ 4,223,710	\$ 2,945	\$ -	\$ 4,226,655
Committed and Assigned 9770-9780	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated 9790	\$ 11,816,615			\$ 11,715,510

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If the total amount of the adjustment in Column 2 on page 4 does not agree with the amount of the Total Compensation Increase in Section A, line 5, page 1 (e.g. increase was partially budgeted), explain the variance below:

Please include any additional comments and explanations of page 4 as necessary:

2015-16 salary increases were included in the budget at Second Interim, and were backed out of the budget color

Berkeley Unified School District
Public Disclosure of Collective Bargaining Agreement
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Revised MYP Including the Effects of Collective Bargaining

District Name: Berkeley Unified School District			
General Fund			
Multi-Year Projections			
Budget Year: 2015-16			
	ADA: 9370	ADA: 9370	ADA: 9370
	COLA:	COLA:	COLA:
	Deficit:	Deficit:	Deficit:
Revenues	Year: 2015-16	Year: 2016-17	Year: 2017-18
LCFF/ Revenue Limit Sources	81,289,252	84,144,975	86,340,644
Federal Revenue	4,159,061	4,159,061	4,159,061
Other State Revenue	13,875,100	9,866,901	7,861,721
Local Revenue	43,162,454	43,249,727	44,369,014
Total Revenue	142,485,867	141,420,664	142,730,440
Expenditures			
Certificated Salaries	59,311,697	59,311,697	65,538,650
Step & Column Adjustment		593,117	652,928
Cost-of-Living Adjustment/other			
Other Adjustments		5,633,836	(3,956,796)
TA impact			0
Classified Salaries	24,538,141	24,538,141	26,876,349
Step & Column Adjustment		368,072	399,444
Cost-of-Living Adjustment			
Other Adjustments		1,970,136	(1,075,713)
TA impact		0	0
Employee Benefits	27,399,403	31,896,839	32,712,320
TA Benefits			0
Books & Supplies	6,942,475	5,760,495	4,410,786
Services, Other Operating Exp	21,814,651	18,683,304	16,599,899
Capital Outlay	356,801	189,670	192,813
TA impact			0
TA impact			0
Direct Support/Indirect Costs	(661,706)	(1,125,009)	(686,388)
Total Expenditures	139,701,462	147,820,298	141,664,292
Operating Surplus (Deficit)	2,784,405	(6,399,634)	1,066,148
Other Financing Sources & Transfers In(Positive figure)			
Other Financing Uses & Transfers Out (N	(1,187,038)	(1,187,038)	(1,187,038)
Current Yr Inc(Dec) in Fund Balan	1,597,367	(7,586,672)	(120,890)
Beginning Fund Balance	14,344,798	15,942,165	8,355,493
Audit Adjustments/Restatements			
Ending Balance	15,942,165	8,355,493	8,234,603
Restricted Balance			
Required Reserve			
Unrestricted Balance (Incl Revolving)			
Comments (Major changes):			

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

J. Salary Notification Requirement

The following section is applicable and should be completed when any Salary/Benefit Negotiations are settled after the district's final budget has been adopted.

Comparison of Proposed Agreement to Change in District Base Revenue Limit

- | | | |
|------------------------------------------------------------------------------------------------------|--------------------|-------------|
| (a) Current Year LCFF per ADA:
(from LCFF calculator)
Graph | <u>\$ 7,564.46</u> | (Estimated) |
| (b) Prior Year Base Revenue Limit per ADA:
(Form RL, Line 1) | <u>\$ 6,907.83</u> | (Actual) |
| (c) Amount of Current Year Increase: (a) minus (b) | <u>\$ 656.63</u> | |
| (d) Percentage Increase in BRL per ADA: (c) divided by (b) | <u>9.51%</u> | |
| (e) Indicate Total Settlement Percentage Increase from Section A,
line 5, Page 1 for current year | 0.09% | |

K. Certification

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District Superintendent (or Designee) (Signature)	Date
After public disclosure of the major provisions contained in this summary, the Governing Board, at its meeting on June 29, 2016 took action to approve the proposed Agreement with the International Federation of Professional and Technical Engineers, Local 21, AFL-CIO (Local 21) Bargaining Unit.	
President (or Clerk), Governing Board (Signature)	Date

Special Note: The Alameda County Office of Education reserves the right to ask any additional questions or request any additional information we feel is necessary to review the district properly under AB 1200, including a copy of the Tentative Agreement.

Tentative Agreement

TENTATIVE AGREEMENT
between the
BERKELEY UNIFIED SCHOOL DISTRICT
and the
PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL 21

The Berkeley Unified School District ("District") and the Professional and Technical Engineers, Local 21, ("Union") are parties to a collective bargaining agreement that will expire on **June 30, 2016**. By this Tentative Agreement, the Union and District agree to extend the provisions of the existing collective bargaining agreement as the new successor collective bargaining agreement without change except for the following mutually agreed upon modifications:

1. **Required** conforming changes (e.g. dates).
2. Article I. Term

This Agreement, made and entered into between the Board of Education of the Berkeley Unified School District (hereinafter referred to as the "District") and the Professional and Technical Engineers, Local 21 (hereinafter referred to as the Union) shall become effective upon ratification of the Agreement by both parties and shall continue from July 1, 2016 to June 30, 2018.

2. Article VIII. Compensation

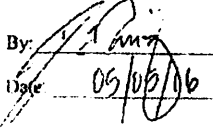
For 2016-2017 and 2017-2018:

If the District agrees to a higher total compensation increase for the Berkeley Federation of Teachers (BFT), the District shall increase the total compensation of Local 21 unit members by the same percentage.

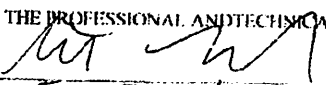
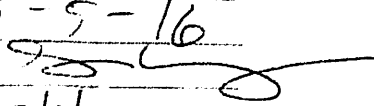
3. Article XXVI. Reopeners

- 1) **Termination of Merit System:** In the event that the Merit System is discontinued, either party may present proposals to include items to replace the Rules and Regulations of the Personnel Commission (within the scope of negotiations) into this Agreement.
- 2) **Re-Opener:** Each side agrees that, for 2016-2017 and 2017-2018, the parties shall have the right to reopen ~~Article VIII (Compensation) and Article XIII (Vacation Leave)~~ and two other Articles of each party's choice. The parties agree to start the meet and negotiate process for the 2016-2017 re-openers after November 30, 2016, and November 30, 2017 for the 2017-2018 re-openers.
- 3) **Negotiation Procedures.** If either party desires to alter or amend this Agreement, it shall notify the other party ~~no less than one hundred and twenty (120) days prior to the termination date set forth under Article I by February 28, 2018.~~ The party shall provide written notice in the proposal to the other party of said desire and the nature of the amendments and cause for public notice provisions of the law to be fulfilled.
- 4) **Commencement of Negotiations:** ~~Not later than thirty (30) days following the public hearing on the proposal by the Board of Directors.~~ The parties agree to start the meet and negotiate process for the Successor Agreement on or before March 15, 2018. Negotiations shall commence at a mutually acceptable time and place for the purpose of negotiating an agreement.

FOR THE BERKELEY UNIFIED SCHOOL DISTRICT

By: 
Date: 05/03/16

FOR THE PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21

By: 
Date: 5-5-16
By: 
Date: 5/7/2016

Tentative Agreement
between the
Berkeley Unified School District (District)
and the
International Federation of Professional and Technical Engineers, Local 21

December 4, 2015

The Berkeley Unified School District (District) and the International Federation of Professional and Technical Engineers, Local 21, tentatively agree on the following changes to the collective bargaining agreement between the parties as the reopener agreement for the July 1, 2013 to June 30, 2016 collective bargaining agreement.

Article VIII. COMPENSATION

20) Salary: Unit members shall be compensated on a monthly and annual basis as provided for in Appendix A and which apply to 2013-2016 only.

a) Total compensation is defined as the cost of all salaries, wages, longevity, step movement, active and retiree health and welfare benefits and statutory benefits.

b) Wages for 2013-2014 and 2014-2015:

For 2013-2014:

Unit members employed for the 2013-2014 school year shall receive a one-time lump sum bonus equal to two per cent (2%) of their salary as of July 1, 2013. The bonus shall be paid on the first regular pay warrant at least fifty (50) days after ratification of the Agreement.

Unit members employed for the 2013-2014 school year shall receive an on schedule compensation increase of one and one-half per cent (1.5%), effective July 1, 2013, which shall be applied to all rates and schedules.

For 2014-2015:

Unit members employed for the 2014-2015 school year shall receive an on schedule compensation increase of two per cent (2%), effective July 1, 2014, which shall be applied to all rates and schedules.

For 2015-16:

Unit members employed for the 2015-16 school year shall receive an on-schedule compensation increase of four percent (4 %), effective July 1, 2015, which shall be applied to all rates and schedules.

21) (CCL)

22) Longevity Pay: Effective upon ratification, longevity pay shall be granted to employees when they have completed the following years of service:

5 – 7 years: \$ ~~762.00~~ \$792 per year;

8 – 10 years: \$ ~~1,213.00~~ \$1,262 per year;

11 – 13 years: \$ ~~1,694.00~~ \$1,779 per year;

14 + years:\$ ~~2,693.00~~ \$2,801 per year

These amounts shall be prorated into monthly amounts and included in monthly pay warrants and are earned while an employee is in a paid status working his/her regularly established FTE.

23) Professional Growth: Employees shall be eligible to apply for Professional Growth salary awards as follows: ~~\$489.96~~ \$510 per year for each 9-semester units up to a maximum of seven awards, with a maximum total award of ~~\$3,429.72~~ \$3,567 Professional Growth awards provided herein shall be payable in monthly installments based upon the number of months the employee is in a paid status working his or her regularly established FTE. The award is included as a bonus item in the employee's monthly pay warrant.

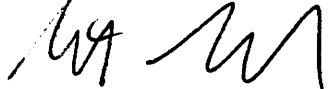
XX) Working out of Classification: When a supervisor submits a written request to the Director of Classified Personnel for a unit member to perform duties of a higher classification, and the Director of Classified Personnel approves such request, the unit member shall be compensated at the step and range of the higher classification that affords the unit member at least five percent (5%), provided that the higher salary range allows it. If the new range affords the unit member less than five percent (5%), the unit member shall be paid at the highest step of that range.

Article X. BENEFITS

28) Maintenance of Benefits:

a) a)—The District contribution to the cost of the health plan selected by the employee shall cover the cost of the premiums up to a maximum of the cost of Kaiser coverage for Fiscal Year 2003-2004 for a subscriber and two or more dependents, including domestic partners. Effective January 1, 2016, the District shall increase its contribution to health benefits by the equivalent of one percent (1%) in compensation, divided by the total number of bargaining unit members enrolled in District health benefits for Employee Plus One and Employee Plus Two or More. The parties agree that one percent (1%) equates to \$95/month increase (\$1,140/annual) to the District's contribution for Employee Plus One and Employee Plus Two or More. The District shall not automatically assume responsibility for the increase in employee health and welfare premiums after expiration of Fiscal Year 20032015-20042016.

For Local 21:

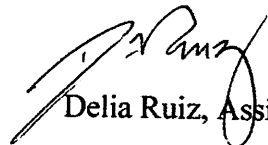

Stephen Collins, President

Date: 12-4-15


Angela Long, Representative

Date: 12-4-2015

For the District:


Delia Ruiz, Assistant Superintendent

Date: 12/04/15