

FACTFINDING PROCEEDINGS UNDER CALIFORNIA
GOVERNMENT CODE SECTIONS 3548.2 AND 3548.3

In the Matter of a Dispute	/	
	/	
between	/	REPORT AND RECOMMENDATIONS
	/	OF FACTFINDING PANEL
OAKLAND UNIFIED	/	
SCHOOL DISTRICT	/	
	/	
and	/	PERB NO. SF-IM-2534
	/	
BUILDING & CONSTRUCTION	/	
TRADES COUNCIL OF ALAMEDA	/	
COUNTY, AFL-CIO	/	
_____	/	JULY 20, 2006

Factfinding Panel

DANIEL F. ALTEMUS, Impartial Chair
JOHN GRAY, District Appointed Factfinder
DAVE MANN, Union Appointed Factfinder

Hearing

November 8, December 1,12, 2005, and January 26, 2006

Appearances

For the District: Roy Combs, General Counsel
Oakland Unified School District
1025 2nd Avenue
Oakland, California 94

For the Union : Richard Delaney, Business Representative
Building & Construction Trades Council of
Alameda County, AFL-CIO
8400 Enterprise Way, Room 205
Oakland, CA 9460

STATEMENT OF CASE

The instant matter involves the negotiations between the District and Union concerning the terms and conditions of a new collective bargaining agreement to replace the parties' agreement that expired June 30, 2005. Following the unsuccessful efforts of the parties to reach agreement on their own, a process mandated by the State of California was undertaken in an effort to facilitate a mutual agreement. The initial step in this process was the intervention of a State mediator to assist the parties in their deliberations. While this process resulted in further agreements on particular subjects, a complete resolution was not reached.

On July 25, 2005, the District presented the Mediator with its Last, Best and Final offer to the Union in anticipation of an offer being presented for consideration to the Union rank and file on or about July 27, 2005. According to the report from the Mediator, this offer was soundly defeated by the Union's membership. The items that remained unresolved at that time included: Compensation (including Attachment C, list of unpaid days), Health and Welfare Benefits, Longevity, salary placement of a proposed new classification (Maintenance Technician), expansion of a Side Letter for Gardeners (providing for limited alternative work week including Saturdays), and providing non-bargaining unit members to include limited use of paint/primer to temporarily obliterate graffiti at District sites. An outline of the parties' respective positions on each of the six issues at the time of the July, 2005 impasse is as follows:

ISSUE	DISTRICT POSITION	UNION POSITION
<u>Issue #1</u> Article 5 Compensation, including Attachment C - Calendar of unpaid (furlough days)	Effective July 1,2005 June 30, 2008 - no change in wages or salary schedule (Attachment C shall include unpaid days off as proposed by District).	Effective July 1,2005 June 30, 2008 - 5% increase in wages and restoration of the 261 -days work year (elimination of Attachment C).
<u>Issue #2</u> Article 10 Health and Welfare Benefits	Effective July 1,2005- establish maximum District monthly contributions for premiums for employee only, employee +1 and family, balance of any remaining premium to be paid by automatic deductions from employee. Effective 2006-2007 re- open health benefits. Any modification by Health Benefits Improvement Committee (HBIC) requires mutual agreement by the District and Union.	Maintain current medical plan, fully paid by employer.
<u>Issue #3</u> Article 12 Longevity	Current contract provisions.	Add new longevity step - 25 years = \$150. monthly stipend.
<u>Issue #4</u> Attachment A&B new classification - Maintenance Technician	Place new "Maintenance Technician" classification at Range 1 on the Buildings & Grounds Craft Salary Schedule.	Oppose creation of new classification

<u>Issue #5</u> Attachment D — Side Letter - Gardening Department	Extend Gardener Department's Side Letter to Painters as amended and enter language in CBA.	Gardeners Side Letter - current contract.
<u>Issue #6</u> Graffiti Control	Recognize that graffiti clean up, including temporary painting over graffiti, is not <u>BTC bargaining unit work.</u>	Use of paint to obliterate graffiti is BTC bargaining unit work.

Thereafter, in accordance with the Government Code a fact-finding panel was established. Daniel F. Altemus was chosen by the parties and appointed by the Public Employee Relations Board ("PERB") to serve as Impartial Chair of the Panel, John Gray of California School Services was appointed to the Panel by the District, and Dave Mann, President of the Union was selected by the Union. The hearing began at District headquarters in Oakland on November 8, 2005, and was followed by further meetings on December 1, 12 and January 26, 2006. Roy Combs appeared for the District, and Richard Delaney appeared for the Union. Each spokesman was accompanied and assisted in the hearings by representatives of their respective bargaining committees.

At the initial meeting, the parties had the opportunity to make opening statements and evidentiary presentations. The hearings were conducted in a relatively informal manner. Formal sworn testimony and cross-examination were not undertaken but rather presentations were made from which a dialogue ensued. Following the opening presentations at the initial meeting, the proceedings were recessed and the parties caucused to reconsider their respective positions. At various times, requests for additional information were made and honored. Both parties waived the time limits and deadlines set forth in Cal. Govt. Code Sections 3548.2 and 35483.

By the second day of the hearing the fact-finding process evolved into further mediated negotiations. All members of the panel participated in this phase of the process. By the conclusion of the hearing process on January 26, 2006, the parties concluded a tentative agreement on all remaining issues. Thereafter, however, the tentative agreement was not finalized and further negotiations were undertaken outside of the fact-finding process. In early June, 2006, the Panel was advised that another impasse had occurred and that the parties now requested the issuance of the instant report.

STATUTORY CRITERIA

Gov. Code Sec. 3548.2(b) mandates that the Panel consider and apply the following criteria in making its findings and recommendations:

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- (1) State and federal laws that are applicable to the employer.
 - (2) Stipulations of the parties.
 - (3) The interest and welfare of the public and the financial ability of the public school employer.
 - (4) Comparison of the wages, hours, and conditions of employment of the employees involved in the factfinding proceeding with the wages, hours, and conditions of employment of other employees performing similar services and with other employees generally in public school employment in comparable communities.
 - (5) The consumer price index for goods and services, commonly known as the cost of living.
 - (6) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits; the continuity and stability of employment; and other benefits received.
 - (7) Any other facts not confined to those specified in paragraph (1) to (6), inclusive, which are normally or traditionally taken into consideration in making the findings and recommendations.

FINDINGS OF FACT

A. Background

The District serves the entire City of Oakland and constitutes one of the largest school districts in the State of California. With approximately 42,000 students, the District operates well over 100 elementary, middle school, high school, alternative, special education, and adult education sites. In addition there are currently 26 charter schools operating in District properties. The projected expenditures for the 2005-06 academic year are approximately \$392.6 million.¹ There are several thousand employees in the District, including approximately 2,800 certificated teachers and more than 2,000 classified employees. The projected cost of salaries and benefits for all the employees of the District in 2005-06 is approximately \$290 million. Teacher salaries alone are estimated at more than \$162 million.

A substantial number of the District employees are represented by one of seven different labor organizations. Each of these labor organizations is responsible for negotiating collective bargaining agreements on behalf of their members. During the course of the instant proceeding, the District was simultaneously engaged in negotiations with at least three other unions, including the union representing the teachers, which is the largest both in terms of membership and budgetary impact upon the District. While concurrent negotiations with other unions are not dispositive of any issues in the instant matter, they are acknowledged to dispel any inference that the negotiations in this matter occurred in isolation.

¹ Precise figures regarding the District's financial status are elusive. In large part this is a function of a predictable lag between projections, actual expenditures, and audited results. For purposes of this Report, the figures set forth in the District's July 22, 2005 Final Draft of the Multi-Year Fiscal Recovery Plan, Executive Summary, page 4, have been used as a source for overall District budgetary projections.

The Union represents a unit of employees of the District employed in the Building & Grounds Department ("B&G"). Many of the positions in this unit are skilled craft persons such as carpenters, plumbers, electricians, steamfitters, and painters. In addition, there is a complement of employees within the unit who work as laborers and gardeners. The primary tasks of these employees involve the maintenance and repair of District buildings and facilities. While the precise number fluctuates, there are approximately 75-80 positions currently budgeted for the unit.² This number represents an approximate 20% reduction from the size of the unit as of July 1, 2003 when there were 97 employees working in the unit. During this same period, there has been no reduction in the size of the District's physical plant.

B. The District's Financial Condition

The instant negotiations have occurred in the midst of an acute financial crisis for the District. As documented and explained by their representatives in this proceeding, the District is laboring under dual financial constraints, debt service to the State and declining enrollment. Neither factor is a matter of dispute between the parties and will be briefly summarized.

The debt service is the result of a state loan, or line of credit, in the amount of \$100 million dollars authorized by the California legislature in 2003 to prevent the financial collapse of the District. The loan was accompanied by the requirement that a State Administrator be appointed to run the District. The District Superintendent was

² Like other figures in this matter, the precise number of employees in the unit is a bit of a moving target. On October 11, 2005 the B&G issued a schedule for the furlough days in the year 2005-06. This document listed 78 current employees in the unit. In response to a request for information from the panel concerning the breakdown of employees in each of the two health insurance plans, a document was prepared on November 18, 2005 which shows the unit total to be 76 employees. There was additional anecdotal information concerning ongoing attrition as well as pre-existing job postings for vacant positions.

dismissed and the locally elected School Board was stripped of most of its authority. The State subsequently passed further legislation for the purpose, in part, to provide strict oversight of the District's financial situation and its repayment of the loan. The District developed a Multi Year Fiscal Recovery Plan to provide a strategy for both its financial recovery and an improvement of the educational process which is, of course, the fundamental mission of the District. Both elements of the plan are daunting and will entail a basic rethinking and redesign of the District's operation.

These challenges would be difficult in the best of circumstances. In the case of the District, they are exacerbated by declining student enrollment. In this regard, it is undisputed that the vast majority of the District's operational funding is derived from the State. The amount of funding is based upon a school district's Average Daily Attendance ("ADA"). Fewer students result in less funding. In the case of this District, the ADA has declined by approximately 16% over the past five years

The parties' issues concern, either directly or indirectly, proposals to alter the financial *status quo*. They are made at a time the District claims an unprecedented, massive financial shortfall of potentially chronic proportion. Therefore, it is necessary to briefly review the District's financial state as of the commencement of this process.

The District claims a financial inability to meet the Union's demands and that the interests and welfare of the public would be severely damaged by the budget and program reductions required to fund the Union's proposals. In support of that position the District presented the following outline at the beginning of the fact-finding process which is supported, in part, by accompanying documentation:

- 1: In 2001-02, the District was fiscally insolvent and so was forced to ask the State to loan the District \$100 million.

- 2: This loan to the District was, and continues to be, the largest in state history.
- 3: As a condition of receiving this loan, the District's superintendent was terminated and replaced by a state administrator, Dr. R. Ward.
- 4: The District has had chronic deficit spending in the past that continues today.
- 5: The District's current operating unrestricted General Fund balance is negative.
- 6: In direct response to the Oakland and Vallejo school district bailouts, the Legislature enacted AB 2756, which requires ongoing oversight by the State Controller's of the District's financial condition.
- 7: The District has already made significant budget and program reductions to meet state required financial standards and will need to make further program reductions in order to remain solvent.
- 8: The COLA provided by the State has been dramatically lower in future years thus reducing the District's ability to absorb ongoing costs.
- 9: The District's multi-year financial projections show the need to make budget reductions every year to meet State financial criteria and to remain solvent.
- 10: The ongoing costs of past salary settlements in excess of COLA continues into the future and limit the District's financial ability to pay more.
- 11: The District has chronic declining enrollment, which further limits its financial flexibility.
- 12: Wall Street rating agencies have reduced the District's bond rating to BBB resulting in increased borrowing costs.
- 13: The interests and welfare of the public would be severely damaged by the budget and program reductions required to comply with the Union's position.

C. The Union's Position

The Union's initial formal presentation was substantially smaller in scope. Rather than addressing the District's overall financial condition, it chose to focus on the operating costs of the B&G where its members are employed. In particular, the Union was concerned by the fact that financial savings realized by the District as a result of wage concessions made by the Union in the prior negotiations had been spent on various capitol purchases of new equipment for the Department. In this regard, under the terms of the prior agreement, the Union agreed to six unpaid furlough days in lieu of a salary reduction. This represented a savings of approximately 2.4% in wage costs to the District.

The Union's most compelling arguments concern its observations about the specific budgetary allocations for the B&G in the most recent budget years and its failure to identify any actual spending reductions by the B&G notwithstanding the economic concessions made by the Union in the last contract. Stated another way, the Union asserts that its prior concessions saved the District approximately \$800, 000 per year and that the most recent budgetary expenditures following that concession were only reduced by about \$150,000. In addition, the Union contends there has been an increase in the "out-sourcing" of its work to private contractors while traditional unit work is unattended due to a decreasing work force.³ While the District was able to explain some of these discrepancies by identifying both statutory restrictions on the use of certain funds as well as the chronic uncertainty in knowing how much funding they will receive from higher governmental sources, the Union is understandably suspect that some non-personnel,

³ Employee members of the Union's bargaining committee gave examples of situations in which the work of outside contractors was either inefficient or hampered by their lack of knowledge of the idiosyncrasies of the District's physical plant. In particular, the issue concerning the modernization of the District' fire alarm system in some buildings was problematic.

discretionary spending has occurred with monies that could otherwise be spent on their wages and benefits.

In addition, the Union emphasized its view that State law requires that at least 3% of the District's budget be allocated to building and grounds maintenance and that it was not convinced, based upon the information provided by the District, that there is insufficient money available within that amount to provide some financial relief for its members who, as conceded by both parties, had not received any wage increase since 2001.

D. Health Insurance

In addition to the parties' different perspective on the District's general financial condition insofar as it relates to compensation issues, there was extensive discussion concerning the matter of health insurance benefits. Simply stated, the District identified this particular benefit as one in which some level of cost containment had to be obtained on a District-wide basis in order to achieve both short term and long term financial planning goals.

The District historically provided health insurance coverage for its employees, both represented and unrepresented. This coverage included the District's full payment of the monthly premiums for each employee, irrespective of the type of plan in which an employee is enrolled. Under the most recent plans in effect, employees were responsible for making modest co-payments for particular services including office visits, prescription drugs, emergency room care, and hospitalization.

In an effort to both minimize its administrative costs and simplify the options available to employees, the District has elected to offer plans from one of two providers. Within each provider package, there are coverage plans available for single employees,

two party plans, and family plans. The premium rates in each provider package are dependent upon the scope of coverage selected by an employee. For each level of coverage, the premiums for one of the providers has been less than the other for each of coverage plans.

In the face of steadily increasing premium costs from the insurance providers that further contribute to the District's existing financial deficits, the District seeks to establish limits, or "caps", on what it will contribute for an employee's health insurance. These caps are a form of cost-containment and also provide a degree of predictability in future costs. As shown by the District, its current health insurance costs are substantially higher than most other school districts in Alameda County and they are among the very few districts in the County without caps on the amount of premium payments.

While seeking to retain the historical system as its formal bargaining position, the Union tacitly acknowledged in the fact-finding process that it was willing to discuss alternate proposals that involved employee contributions to premium costs. While noting its belief that the District had not made a good faith effort to utilize the Health Benefits Improvement Committee ("HBIC") through which representatives of all employee unions meet with District representatives in an effort to achieve uniform reforms in health insurance coverage, the Union was apparently persuaded by the District's representation that its members would be afforded health insurance options that were substantially similar to those of other employee groups, both represented and unrepresented. This assurance was consistent with the District's position that significant savings in administrative costs to the District would be realized by having a limited number of identical or similar health plans available to all employees of the District.

E. The Parties Initial Tentative Agreement

Having staked out their respective positions concerning the financial health of the District in general, and the B&G in particular, the parties engaged in a good faith effort to further narrow their differences. As noted above, the fact-finding process essentially became a bargaining forum and the parties resumed negotiations with the Panel serving as both mediators and facilitators to those discussions. Some of the outstanding issues at the time the process began were quickly resolved whereas others, notably compensation, health insurance, and the inclusion of the painters' craft under the terms of the so-called "Gardener's Letter" of the expired agreement,⁴ proved more difficult. Proposals and counter proposals were exchanged and both parties ultimately made concessions. On the final day of the Panel's direct involvement in these discussions, January 26, 2006, a tentative agreement was reached on all outstanding issues (herein "JTA"). An outline of the entire JTA is attached hereto as Attachment A.

The highlights of the agreement are 1) no change in salary/wages for the first year of the agreement (7/1/05-6/30/06) with a wage re-opener in the second and third year; 2) the number of unpaid furlough days in reduced from 6 to 5⁵; 3) a health insurance benefit whereby no premium payments are required of employees in the first year of the agreement, employee premium payments are phased in the second year for the more expensive of the two available plans and the District's costs are capped in the third year for both plans subject to results of a re-opener provision on this benefit. In addition, the District agreed to create a third plan that would require no employee contribution to the

⁴ The essence of this proposal concerned the District's desire to occasionally schedule painters for a Tuesday through Saturday work schedule in order to obtain certain efficiencies in painting projects at a time when schools were not in session without incurring overtime costs.

⁵ The agreement on this point was also involved the resolution of a grievance filed by the Union.

premium cost with the implicit understanding that the scope of coverage might be less than the two pre-existing plans.

Agreement was also reached on the issue of including employees in the painter's craft under the prior "Gardener's Letter". This agreement included additional provisions concerning the distribution of such work and the times when it might occur.

F. Post-Tentative Agreement Events

Upon conclusion of the foregoing sequence of events, the Panel's participation effectively ended and no further meetings were contemplated. Indeed, even as this instant report has been prepared, the Panel has not been formally advised by either party of any intervening events or negotiations. Initially there was no indication whether the JTA described above was ever put to a vote by the Union members, although the Panel was subsequently advised that the membership had unanimously rejected the JTA on July 12, 2006.⁶

Notwithstanding this absence of information, there is one event for which the Panel takes administrative notice. This event is the conclusion of negotiations between the District and the Oakland Education Association ("OEA") which represents the District's teachers. While the details of that agreement are not before the Panel in this matter, events surrounding that ultimate resolution were highly publicized in the local press, including generalized accounts of the agreed upon terms in the area of compensation and health benefits. In the former, it is reported that OEA secured both reinstatement of prior wage concessions as well as modest increases for the remaining term of the agreement. As to the latter topic of health benefits, it was also publicly

⁶ In light of the parties' positions as of May 31 on the more recent negotiations, this result is hardly surprising and appears to have been a pro forma exercise.

reported that the District was successful in obtaining an agreement providing for some employee participation in premium payments. These same reports, however, suggest that the structure for those employee premium payments is different the terms of the JTA.

The impact of the teacher's agreement upon the status of this matter is unknown although it can be presumed that the Union is fully aware of its details. Also unknown is the sequence of events that caused the parties in this matter to resume discussions concerning the terms of a new agreement. What is clear, however, based on the subsequent notification to the Panel, is that further negotiations were undertaken. The Panel, through the Chair, was notified on May 31, 2006 that another impasse had been reached between the parties as a result of these more recent negotiations. The District, through its representative on the Panel, presented its May 31, 2006 proposal. There is no information, however, concerning the circumstances under which the asserted impasse arose.

The District's impasse proposal differs from the JTA on the topics of compensation and health benefits. As to the former, the offer proposes no increase in salary although the District does propose to restore three rather than one of the unpaid furlough days. This represents a 50% reinstatement (or an approximate 1.2% increase in overall pay) of concessions given by the Union in the previous agreement. The proposal further states there would be a salary re-opener in each of the remaining two years of the agreement.

On the issue of health benefits the District's proposal is significantly different from the JTA in that proposes that all unit members make premium payment contributions based upon 1% of their salary, up to a \$500 in the second year of the

agreement and a \$600 limit in the third year. In addition, the proposal includes payment terms for an unspecified period of time beyond the expiration of the agreement with the unit (as a whole) responsible for 9% of premium costs and individual members costs determined by a formula. Unlike the JTA, there is no provision for any re-opener on this topic for the term of the agreement.

Following the receipt of this proposal, efforts were undertaken by the Chair, on behalf of the Panel, to obtain some additional information concerning the circumstances under which this proposal was advanced, what differences existed between the parties, and a general statement of their respective positions. While some minimal second-hand information was obtained by the Panel's Union representative, these requests for additional information have not otherwise been honored. While it may be that each of the parties' respective representatives on the Panel may be privy to certain information, the Panel as a whole has not been formally engaged in any aspect of the parties' bargaining relationship since the last meeting on January 26, 2006.

Conclusions and Recommendations

The District established a prima facie case that it is financially and educationally distressed. These are not separate conditions but rather are inextricably linked with each a function, in part, of the other. The Union has not seriously disputed this condition and chose not to mount a comprehensive rebuttal to the District's presentation. It did, however, correctly point out that the responsibilities of B&G have not been diminished as a result of the general reduction in number of students and available financing. In other words, the physical plant of the District remains unchanged and requires the same amount of attention it has always required. Throughout this period the manpower pool of B&G

has eroded and unit employees are increasingly expected to do more. Notwithstanding these legitimate concerns, the Union and its members recognize that a certain economic reality exists within the District that is not favorable for anyone.

With this recognition in mind, the parties were able to reach a comprehensive tentative agreement on all of the issues that were unresolved at the beginning of this "fact-finding" process.

Notwithstanding the parties' subsequent discussions, it is the recommendation of the Panel that the terms of the JTA be implemented in their entirety. The basis for this recommendation is simple. In the absence of further information, it would be inappropriate for the Panel to make findings and recommendations with regard to bargaining positions and proposals that have not been raised in the course of the Panel proceedings. While there may be good reasons that each party has chosen to alter its respective positions from what was contained in the JTA, such information has not been shared with the Panel and it would amount to pure speculation and guesswork to make recommendations concerning these newly established positions. This is particularly true for the topic of health benefits. In the discussions leading up to the JTA, it was represented by the District that there was a compelling reason to standardize the available benefits and that its proposal to the Union was premised on this position. For the Panel to now recommend a plan that it is substantially different on its face, absent additional information, would be irresponsible.

In addition, it must be noted that this report is being issued at the beginning of what would be the second year of the agreement (2006-07). In reaching the JTA, the parties' assumed that they would now, at a minimum, be engaged in further discussions

concerning compensation. Inasmuch as the scope of that re-opener is at the discretion of the parties, it may well be that the issues most recently discussed can be raised in that context. Such discussions, however, should occur within the framework of an existing agreement, which the JTA represented.

Notwithstanding the parties' position during the initial stages of this process that these negotiations should not be impacted by concurrent negotiations between the District and other unions, that is an unrealistic expectation. The Union cannot be expected to agree to terms that are substantially different to those obtained by other bargaining units. Likewise, the District itself is in a period of change. Announced plans for property sales and voter-approved bond measures may alter the overall financial status of the District. These events, however, are for the parties to sort out in the future. While these more recent events have changed the bargaining landscape and caused to the parties to pursue their positions outside the Panel process, the Panel is obligated to formally conclude its proceedings.

For all of the foregoing reasons, it is respectfully recommended that the terms of the JTA be implemented.

Respectfully submitted:

Daniel F. Altemus, Chairman

July 20, 2006
Date

David Mann
Union-Appointed Member

Date

~~John Gray~~
District-Appointed Member

July 23, 2006
Date

Dissent of Union Panel Member

I respectfully dissent from the recommendation of the Panel that the JTA be implemented.

As a matter of procedure, it is my view that the JTA was reached outside of the fact-finding process and should not be considered as part of that record. The fact-finding record had closed prior to the JTA.

As noted in the Report, the JTA was subsequently rejected unanimously by employees in the bargaining unit. In particular, there was strong opposition to the issue of Saturday work by both the gardener and painter crafts. The bargaining unit is of the belief that more favorable proposals to its interests have been made by the District. However, the parties were unable to reach agreement based upon the proposal made by the District on May 31, 2006. The Union believes that proposal places a greater financial burden upon its employee-members than other agreements reached between the District and other labor organizations.

Respectively submitted,

~~Dave~~ Mann

AUG. 4, 2006
Date:

MEDIATED TENTATIVE AGREEMENT
between the BUILDING & CONSTRUCTION TRADES COUNCIL and the OAKLAND
UNIFIED SCHOOL DISTRICT for a SUCCESSOR AGREEMENT
January 26, 2006

In addition to the Tentative Agreements reached between the parties as of July 25, 2005, this Tentative Agreement provides for the following:

I- DURATION

Three (3) years, effective July 1, 2005 through June 30, 2008

II. COMPENSATION

- Salary
 - i. 2005 - 2006 - No change in salary
 - ii. 2006 - 2007 - Salary re-opener
 - iii. 2007-2008-Salary re-opener.
- Effective 2005-2006, restore one (1) of the six (6) unpaid (furlough) days for each member of the bargaining unit as listed in Attachment C with the elimination of the day listed for April 2006 for Group A and B.
- The parties shall agree by March 1, 2006, on the placement of the five (5) remaining unpaid (furlough) days in Attachment C for 2006 - 2007*, 2007 - 2008* and 2008 - 2009*.
 - * subject to negotiations

III. HEALTH AND WELFARE BENEFITS

- A. FY 2005-2006 (through 6/30/06)
Maintain current contract language ("CCL") for Least Expensive HMO ("LEHMO") and CCL for the Second Health Care Provider ("SHCP").
- B. FY 2006-2007 (7/1/06 through 6/30/07)
 - i. District will provide a fully paid LEHMO, with a \$15 office visit/\$100ER/\$250 IH co-pay plan design;
 - ii. District will modify the second health care provider (SHCP) plan to a \$20 office visit/\$100ER/\$250 IH co-pay plan design and unit members electing the SHCP Plan shall pay the difference between the 2006-2007 LEHMO premium and the 2006-2007 SHCP premium via monthly payroll deduction.
- C. FY 2007-2008 (7/1/07 through 6/30/08)
 - i. Re-opener on Health and Welfare;
 - ii. If no agreement is reached in the re-opener then the District's contribution is set at the 2006-2007 level. However, the District will provide a HMO plan design at the District's 2006-2007 contribution level that will require no premium contribution by unit members. In addition, the District will offer a second LEHMO plan alternative with a \$20 office visit/\$100ER/\$250 IH co-pay plan design. If the premium for this second LEHMO plan exceeds the 2006-2007 premium, then unit members choosing this option will pay half the difference through monthly payroll deduction.
- D. CCC on other insurances (dental, etc.), except as previously Tentatively Agreed.

ATTACHMENT A

E. Health Benefits Improvement Committee (HBIC)

The District and the Union are committed to reducing the cost of health and welfare benefits. Health and welfare benefits are defined as benefits for each component, i.e., health, dental, vision, life and disability.

The District will provide coverage for Health and Welfare benefits as specified herein, unless the District and the Union mutually agree to adopt an alternative recommendation of the joint labor and management Health Benefits Improvement Committee ("HBIC"). The Union agrees to participate in the HBIC.

III.- Attachment D, Side Letter - Gardeners; incorporate into new Article 6.4

Article 6. Hours of Employment:

4. Alternative Scheduling

Notwithstanding Article 6.1 and Article 6.3, the District reserves the right to schedule Gardeners and Painters on a standard work week of five (5) consecutive days, Tuesday through Saturday, provided:

- a. Alternative Scheduling shall not take place during the months of June, July, August and December.
- b. The total number of Saturdays worked under Alternative Scheduling shall not exceed eight (8) per employee per fiscal year, except by mutual agreement between the employee and supervisor/department head.
- c. The District shall provide the affected Gardener(s) and Painter(s) at least five (5) working days advance notice, except in a bonafide emergency situations.
- d. Gardeners and Painters working Saturday shifts under Alternative Scheduling shall have supervision, which may be a unit member assigned to work as Lead for that Saturday shift.
- e. It is the intent of the parties that Alternative Scheduling workweeks shall be distributed to individual employees in an equitable and non-punitive manner.

IV- Add to Article 4. District Rights

Article 4.2. Graffiti Control:

In an effort to eliminate graffiti at District sites as quickly as possible, the parties agree that graffiti abatement performed by non-bargaining unit individuals is not diversion of bargaining unit work.

FOR THE UNION:

FOR THE DISTRICT:

DISTRICT DRAFT
ATTACHMENT - C

**Oakland Unified School District - Building Construction Trades
Council AFL-CIO**

FISCAL YEAR 2005-06

<u>Date</u>	<u>Group</u>
10/21/2005	A
10/28/2005	B
11/04/2005	A
11/18/2005	B
1/06/2006	A
1/20/2006	B
2/03/2006	A
2/10/2006	B
6/16/2006	A
6/23/2006	B

FISCAL YEAR 2007-08*

<u>Date</u>	<u>Group</u>
10/19/07	A
10/26/07	B
11/02/07	A
11/09/07	B
1/11/08	A
1/18/08	B
2/01/08	A
2/29/08	B
6/06/08	A
6/13/08	B

FISCAL YEAR 2006-07*

<u>Date</u>	<u>Group</u>
10/20/06	A
10/27/06	B
11/03/06	A
11/17/06	B
1/12/07	A
1/26/07	B
2/09/07	A
2/16/07	B
6/08/07	A
6/15/07	B

FISCAL YEAR 2008-09*

<u>Date</u>	<u>Group</u>
10/17/08	A
10/24/08	B
11/07/08	A
11/14/08	B
1/09/09	A
1/23/09	B
2/06/09	A
2/27/09	B
6/05/09	A
6/12/09	B

* Subject to negotiations