

AMENDED SIDELETTER AGREEMENT

BETWEEN

THE CITY OF OAKLAND, A MUNICIPAL CORPORATION, acting by and through its
BOARD OF PORT COMMISSIONERS, and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245

CONCERNING ADDITIONAL LEAVE DAYS

This Amended Sideletter Agreement (“Amended Agreement”) is made by and between the City of Oakland, acting by and through its Board of Port Commissioners (“Port”), and the International Brotherhood of Electrical Workers, Local 1245 (“IBEW”), collectively referred to as “the Parties,” concerning Additional Leave Days as provided for in the attached Sideletter Agreement Concerning Furlough Days (“2020 Furlough SLA”).

RECITALS

WHEREAS, in 2020, in response to the COVID-19 health emergency and corresponding shelter in place orders, the Port approached all employee groups (as well as the unrepresented employees) to seek a total reduction in personnel costs of **\$4 Million** to help address the overall budget shortfall and maintain positive financial metrics, including a Debt Service Coverage Ratio (“DSCR”) of 1.40x.

WHEREAS, IBEW’s portion of the \$4 Million total personnel cost reduction would have been achieved through sixteen (16) furlough days during FY 21. However, in light of the uncertainty presented by the situation and in lieu of layoffs, the 2020 Furlough SLA provided for six-months of furloughs (8 days).

WHEREAS, the 2020 Furlough SLA included provisions for (1) extending the furloughs if needed and (2) reimbursing IBEW bargaining unit members for furloughs in the event that the Port’s DSCR exceeded specified benchmarks. The reimbursement would be in the form of Additional Leave granted the first full pay period of January 2022; the Additional Leave would be on a “use it or lose it” basis and to be used by December 21, 2022.

WHEREAS, as a result of the concession agreements by IBEW and certain other employee groups, the Port’s own cost-cutting measures, and the Port’s refinancing of specific debts, the Port now projects that it will end Fiscal Year 2020-21 with a DSCR of 1.79x.

Port of Oakland and IBEW
Amendment to 2020 Furlough SLA

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth below, the parties intend to be legally bound and do enter into this Amended Agreement and agree to execute its terms as described below:

TERMS

A. Amendment to 2020 Furlough SLA

This Amended Agreement is intended to delete Section 5 (Port Performance) of the 2020 Furlough SLA and to replace it with the following language:

5. Additional Leave Days

a. Anticipated DSCR

The Port's DSCR for FY21 is anticipated to exceed 1.60x, in part due to IBEW's agreement to concessions in the 2020 Furlough SLA. The Port desires to recognize the willingness of IBEW members to agree to concessions in the form of furloughs and to provide them with Additional Leave Days earlier than originally anticipated.

b. Accelerated Reimbursement through Additional Leave Days

Effective the first full pay period following ratification and execution of this Sideletter Agreement by all parties, each bargaining unit employee will be credited with Additional Leave Days equivalent to 100% of the furlough days taken by that employee (i.e., an employee who used 8 furlough days would receive 8 Additional Leave Days while an employee who used 4 furlough days would receive 4 Additional Leave Days).

c. Use of Additional Leave Days

Additional Leave must be scheduled like vacation and is paid leave when used. However, Additional Leave has no cash value (e.g., cannot be cashed out and will not be paid out upon separation from employment). Additional Leave is "use it or lose it" and must be used by December 31, 2022 otherwise it is forfeited.

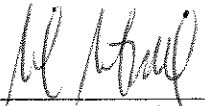
Port of Oakland and IBEW
Amendment to 2020 Furlough SLA

B. Remaining Terms

The remaining terms and conditions of the 2020 Furlough SLA shall remain in full force and effect unless those provisions expire by their language.

In witness hereof, the undersigned have executed this Amended Agreement on the dates set forth hereinafter.

The City of Oakland, acting by and
Through its Board of Port
Commissioners,



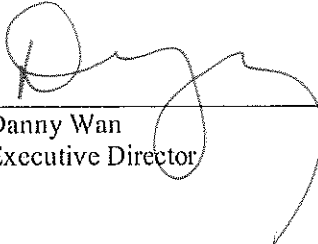
Michael Mitchell
Director of Human Resources

2/10/21
Date



Charley Souders
IBEW

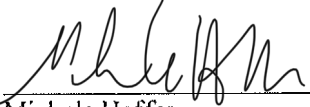
2/12/21
Date



Danny Wan
Executive Director

2/25/21
Date

Approved as to Form and Legality:



Michele Heffes
Port Attorney

2/01/2021
Date

THIS AGREEMENT SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNTIL IT IS APPROVED AS TO FORM AND LEGALITY BY THE PORT ATTORNEY.