

**MEMORANDUM OF UNDERSTANDING**

**Between**

**the**

**PORT OF OAKLAND**

**and the**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**(I.B.E.W. - Local 1245)**

**January 1, 2018 – June 30, 2022**

# Port of Oakland and IBEW

## **Comprehensive Tentative Agreement** **2022-24 MOU**

The following represents the Comprehensive Tentative Agreement between the Port of Oakland and the International Brotherhood of Electrical Workers, Local 1245 ("IBEW"), concerning an extension of the current (2018-2022) Memorandum of Understanding ("MOU") for a period of two (2) years through June 30, 2024.

The Parties understand that this Tentative Agreement will not be binding until ratified by IBEW, approved and adopted by the Board of Port Commissioners in open session, and approved as to form and legality by the Port Attorney

### TERMS

#### **1. Duration**

Article 19.C of the MOU is amended to read as follows:

#### **Article 19. Miscellaneous and Duration**

##### Article 19.C. Term of Agreement

This Memorandum of Agreement shall become effective July 1, 2022,  
~~January 1, 2018~~ as adopted in the necessary ordinances and resolutions of the Port of Oakland; and shall remain in effect through and including June 30, 2024 ~~2022~~.

#### **2. COLA**

Replace Section 12.A with the following:

#### **Article 12. Wages**

##### Article 12.A. General Wage Increase

Effective the first day of the pay period containing July 1, 2022, bargaining unit members shall receive an across the board wage increase of five percent (5.0%)

Effective the first day of the pay period including July 1, 2023, bargaining unit members shall receive an across the board wage increase of five percent (5.0%)


Tentative Agreement Between  
Port of Oakland and IBEW  
Extending MOU through 6/30/24

3. **"Me Too" Provisions**

The Parties understand and agree that there is no "me too" provision as part of this Agreement. Moreover, any "Me Too," "Reciprocity," or similar provision in an existing MOU shall not apply to any Successor MOU negotiated with another bargaining unit during calendar year 2022 or which has a start date of July 1, 2022.

*All MOU provisions not referenced herein remain status quo and any proposals not included in this Tentative Agreement are withdrawn or deemed rejected.*

For the Port of Oakland:

  
Michael Mitchell (Feb 24, 2022 12:02 PST)

Feb 24, 2022

Michael Mitchell  
Director of Human Resources

Date

For IBEW:

 2/24/22

Charley Souders

Date

 01/27/2023

Robert Dean

Business Manager

Date



## TABLE OF CONTENTS

<b>1</b>	<b>RECOGNITION - PARTIES TO THE MOU.....</b>	<b>1</b>
1.A	Introduction	1
1.B	Recognition	1
1.C	Notification of New Classifications.....	1
1.C.1	New Classifications.....	1
1.C.2	Disputes Over Assignments.....	1
<b>2</b>	<b>MANAGEMENT AND UNION RIGHTS .....</b>	<b>2</b>
2.A	Stewards	2
2.A.1	Number of Stewards.....	2
2.A.2	Scope of Stewards.....	2
2.B	Union Elections.....	2
2.C	Access to Work Locations .....	2
2.D	Use of Meeting Space .....	2
2.E	Notification of Rules.....	2
2.F	New Employees ORIENTATION AND INFORAMTION .....	3
2.G	Bulletin Boards.....	3
2.H	Information Provided to the Union .....	3
2.I	Contracting Out.....	3
<b>3</b>	<b>UNION SECURITY .....</b>	<b>3</b>
3.A	Union Rights	3
3.B	Management Rights.....	4
3.B.1	No Strike Clause.....	4
3.B.2	General Rights.....	4
<b>4</b>	<b>DISCHARGE, DISCIPLINE, RESIGNATION, COACHING AND COUNSELING .....</b>	<b>4</b>
4.A	Good and Sufficient Cause.....	4
4.B	Gross Violations.....	5
4.C	Progressive Discipline .....	5
4.D	Coaching and Counseling .....	5
4.E	Notice of Resignation.....	5
4.F	Resignation Inquiry.....	5
<b>5</b>	<b>GRIEVANCE PROCEDURE .....</b>	<b>5</b>

5.A	Definition	5
5.B	Resolution of Grievances	6
5.B.1	Objective of Grievance Section	6
5.B.2	Oral Presentation to Immediate Supervisor	6
5.B.3	Written Submission to Immediate Supervisor	6
5.B.4	Submission to Department Head	6
5.B.5	Submission to Port	6
5.B.6	Submission to Arbitration	6
5.B.7	Arbitrator Selection	6
5.B.8	Arbitration Procedures	7
5.B.9	Clarification of Grievances	7
5.C	Civil Service Option in Discipline and Discharge	7
5.D	Extension of Time Limits	7
5.E	Presence at Hearings	7
5.F	Witnesses	7
5.G	Applicable Law Procedures	7
5.H	Waiver of Time Limits	8
5.I	AWARD PAYMENT SCHEDULE	8
<b>6</b>	<b>SENIORITY</b>	<b>8</b>
6.A	Definitions	8
6.A.1	Classification Seniority	8
6.A.2	Port Date of Seniority	8
6.B	Seniority and Vacation Leave Bidding	8
6.C	Seniority and Overtime	8
6.D	Seniority and Leave	8
6.D.1	Seniority and Military Leave	8
6.D.2	Suspension/Termination of Seniority for Employees Who Fail to Return to Work After Military Leave	8
6.D.3	Seniority and Other Leave	8
6.E	Seniority in Cases of Identical Hiring Dates	8
6.F	Seniority Lists	9
<b>7</b>	<b>HIRING, LAYOFF AND REHIRING</b>	<b>9</b>
7.A	Length of Probationary Period	9
7.B	Veteran's Rights	9
7.C	Reduction in Force	9
<b>8</b>	<b>PROMOTION, DEMOTION AND TRANSFER</b>	<b>10</b>

8.A	Probation Period Upon Promotion .....	10
8.B	Return Rights.....	10
8.C	Promotional Examinations .....	10
8.C.1	Job Vacancy Posting. ....	10
8.C.2	Oral Board. ....	10
8.C.3	Promotional Examination Information. ....	10
8.C.4	Notification of Selection. ....	11
8.D	Eligible List for Promotional Position .....	11
8.E	NON-SELECTION STATEMENT .....	11
8.F	Supplemental Training Programs .....	11
8.G	Transfer List 11	
<b>9</b>	<b>TRAINING AND EDUCATION .....</b>	<b>11</b>
9.A	Available Education Courses.....	11
9.B	Reimbursement .....	11
9.C	Approval Procedure .....	11
9.D	Joint Labor Management Committee .....	12
9.E	Professional Development.....	12
9.F	PROFESSIONAL SOCIETIES AND ASSOCIATIONS.....	12
<b>10</b>	<b>SAFETY.....</b>	<b>13</b>
10.A	Promotion and Safety .....	13
10.A.1	Fresh Air Supply. ....	13
10.A.2	Hard Hat Usage. ....	13
10.A.3	VDT and Word Processing Safety.....	13
10.A.4	Jackets. ....	13
10.A.5	Safety Shoes. ....	13
10.A.6	Handling of Raw Sewage. ....	13
10.B	Safety Committee .....	13
10.C	Safety Laws, Rules and Regulations .....	14
10.D	SAFETY MANUALS AND CALOSHA UPDATES .....	14
<b>11</b>	<b>EMPLOYEE RIGHTS AND AFFIRMATIVE ACTION .....</b>	<b>14</b>
11.A	Personnel File.....	14
11.A.1	Copies of Derogatory Entries. ....	14
11.A.2	Derogatory Entries.....	14
11.A.3	Entries to Be Used in Disciplinary Proceedings. ....	14
11.A.4	Review of Personnel File.....	15
11.A.5	Union Review of Personnel File. ....	15
11.A.6	Confidentiality of Personnel File.....	15

11.A.7	Positive Entries.....	15
11.B	Civil Rights and Affirmative Action.....	15
11.C	EMPLOYEE SERVICE RATINGS AND REPORTS.....	15
11.C.1	Reports of Performance.....	15
11.C.2	Nine Month Probationary Period.....	15
11.C.3	Six Month Probationary Period.....	16
11.C.4	Return Rights.....	16
11.C.5	Reviews Between Annual Performance Appraisals.....	16
<b>12</b>	<b>WAGES .....</b>	<b>16</b>
12.A	General Wage Increase.....	16
12.B	Salary Rate Increase .....	16
12.B.1	Step Increases.....	16
12.B.2	Effective Dates of Step Increases.....	17
12.B.3	Step Increases to "d" and "e".....	17
12.B.4	Satisfactory Service.....	17
12.C	Land Surveyor Registration .....	17
12.D	Resident Engineer Assignments .....	17
12.E	Professional Registration Fees.....	17
12.F	Performance Incentive Program.....	18
12.F.1	Merit Pay Premium.....	18
12.G	Deferred Compensation .....	18
<b>13</b>	<b>HOURS, WORKING CONDITION AND OVERTIME.....</b>	<b>18</b>
13.A	Shift Differential .....	18
13.B	Lunches 18	
13.C	Uniforms and Protective Clothing .....	18
13.D	Tools 18	
13.E	Meal-Pay 19	
13.F	Rest Periods 19	
13.G	Acting Pay 19	
13.H	COMMERCIAL LICEnSES .....	19
13.I	Reassignment Notification .....	19
13.J	Overtime 19	
13.J.1	Overtime and Compensatory Time.....	19
13.J.2	Distribution of Overtime.....	19
13.J.3	Overtime System for Airport Duty Managers.....	20

13.J.4	On-Call Pay – Airport operations Supervisors .....	21
13.K	Compensatory and Vacation Buy Back .....	22
13.L	Workers' Compensation .....	22
13.M	Hours of Work .....	22
13.N	Call Back Pay .....	22
13.O	Shift Bidding	22
13.P	Shifts Exceeding 16 Hours .....	23
13.Q	Alternative Work Hours .....	23
13.R	Shift Trade/Exchange .....	23
13.S	PARKING AT 530 WATER STREET .....	23
<b>14</b>	<b>HOLIDAYS .....</b>	<b>23</b>
14.A	Designated Holidays .....	23
14.B	Holiday Pay	24
14.C	Holidays on Regular Day Off .....	24
<b>15</b>	<b>VACATION .....</b>	<b>24</b>
15.A	Vacation Accrual .....	24
15.B	Vacation Deferral .....	25
15.C	Illness During Vacation .....	25
15.D	Payday During Vacation .....	25
15.E	Holiday During Vacation .....	25
<b>16</b>	<b>LEAVES OF ABSENCE .....</b>	<b>25</b>
16.A	Sick Leave	25
16.A.1	Entitlement .....	25
16.A.2	Family Illness .....	25
16.A.3	Sick Leave Buy-Back .....	26
16.A.4	Attendance Incentives .....	26
16.A.5	Medical/Dental Appointments .....	26
16.A.6	Definition of Immediate Family .....	27
16.A.7	Domestic Partners .....	27
16.B	Personal Leave .....	27
16.C	Maternity Leave .....	27
16.D	Parental Leave .....	28
16.E	Jury Duty Leave .....	28



16.F	Military Leave.....	28
16.G	Family Death Leave.....	28
	16.G.1 Special Cases.....	28
	16.G.2 Eligibility Approval. ....	28
	16.G.3 Exceptional Hardship.....	28
16.H	Rate of Pay During Paid Leave .....	29
16.I	On-the-Job Injury Leave .....	29
	16.I.1 On-the-Job Injury Leave. ....	29
	16.I.2 Health Insurance Contributions. ....	29
	16.I.3 Return to Work. ....	29
16.J	Leave Benefits Under FMLA .....	29
<b>17</b>	<b>INSURANCE BENEFITS .....</b>	<b>29</b>
17.A	Health Plans 29	
	17.A.1 Medical Plans. ....	30
	17.A.2 Retiree Medical Benefits.....	30
17.B	Vision Care 33	
17.C	Dental Plan 33	
17.D	RETIREE DENTAL AND VISION CARE .....	33
17.E	Life Insurance .....	33
17.F	State Disability Insurance .....	33
17.G	Health Benefits Limitations During Leave Without Pay .....	34
17.H	Defense and Indemnification .....	34
17.I	Long Term Disability Insurance .....	34
17.J	Permanent Employees on Temporary Assignment (PETA) Program .....	34
17.K	Alternate Medical Coverage; Cash in Lieu .....	35
<b>18</b>	<b>RETIREMENT .....</b>	<b>35</b>
18.A	Employer Contribution .....	35
18.B	Employee Contribution .....	35
18.C	Current P.E.R.S. Benefits .....	36
18.D	AB616 Retirement Enhancement .....	36
<b>19</b>	<b>MISCELLANEOUS AND DURATION.....</b>	<b>36</b>
19.A	Separability and Revisions of Severed Positions .....	36
19.B	Memorandum is Entire Agreement.....	36

19.C Term of Agreement.....	36
<b>EXHIBIT A - CLASSIFICATIONS REPRESENTED BY I.B.E.W.....</b>	<b>44</b>
<b>EXHIBIT B – SALARY SCHEDULE.....</b>	<b>45</b>

## **1 RECOGNITION - PARTIES TO THE MOU**

### **1.A INTRODUCTION**

The representatives of the Board of Commissioners (hereinafter referred to as "the Port") and Local 1245, International Brotherhood of Electrical Workers, AFL-CIO, (hereinafter referred to as "the Union"), have met and conferred and have reached an understanding on the following matters, which they jointly have recommended to the Board of Port Commissioners and to Local 1245 membership for ratification.

The Port agrees to a single MOU for the represented employees provided such differences which may have historically been developed shall not be changed without mutual agreement.

### **1.B RECOGNITION**

The Port recognizes the Union as the exclusive bargaining representative, within the scope of representation as described in the Meyers-Milias-Brown Act, as amended, for such employees in the Bargaining Unit.

### **1.C NOTIFICATION OF NEW CLASSIFICATIONS**

#### **1.C.1 New Classifications.**

The union will be provided with copies of all new or revised class specifications for all classifications at the Port at least thirty (30) days prior to the establishment of such new or revised classifications. Such notification shall include the proposed classification(s), job description, title and salary schedule, along with the reason(s) for the proposed establishment of such classification(s).

The Union may protest the assignment of such new or revised classification to a unit other than the unit represented by the Union. If such protest is filed, the Port and the Union shall meet to discuss the assignment of the classification to a specific unit.

Within fifteen (15) days of receipt of such notification, the Union and the Port shall meet to discuss the assignability of said new or existing classification(s) to the unit.

The Board of Port Commissioners shall not approve any new classifications in the units represented by Local 1245 until the Union has had the opportunity to discuss the proposed new classifications with Port management and has met and conferred on issues pertaining to wages, hours and working conditions of the new classification. This meet and confer obligation shall not include the content of the job description.

#### **1.C.2 Disputes Over Assignments.**

Should there be a dispute over the proper assignment of such new classification(s); the State Conciliation Service shall be requested to resolve the dispute.

## **2 MANAGEMENT AND UNION RIGHTS**

### **2.A STEWARDS**

#### **2.A.1 Number of Stewards.**

The Union may select a reasonable number of Stewards, with such number subject to the approval of the Port, from within the represented Unit in each geographic work location. The Union shall provide the Port with a current list of Stewards. Said list shall contain the employees' names, work locations, addresses and classifications recognized by the Port, with a copy to Port supervisors.

#### **2.A.2 Scope of Stewards.**

A Steward may represent a member of the unit covered by this Memorandum of Understanding at the appropriate step of the grievance procedure concerning a dispute of rights of a member under the terms of this agreement within the scope of representation. When stewards are notified by a member that a problem or potential grievance is in the making, the steward shall request time off without loss of pay to investigate the potential grievance. Stewards shall request time off as much in advance as possible, preferably twenty-four (24) hours in advance, and shall include the location, area of activity, the approximate time needed and the general nature of Union business involved. Management shall grant the steward a reasonable amount of time off with pay to investigate the potential grievance. Such requests shall not be unreasonably denied, however, the scheduling of the requests are subject to operational needs.

### **2.B UNION ELECTIONS**

Election of officers may be held on agreed-upon Port sites outside of work areas (e.g., break, meetings and lunch rooms), provided such election is all on the time of employees and does not take any time from work.

### **2.C ACCESS TO WORK LOCATIONS**

Authorized representatives will be granted reasonable access to the employee work locations to process grievances or contact members within the scope of representation, provided prior approval is granted by the department head, and provided such access does not unduly interfere with normal operations or with safety or security requirements. It is understood that the Port shall not unreasonable deny such access.

### **2.D USE OF MEETING SPACE**

Upon application, the Port will approve the use of meeting space, if available, for a reasonable number of Union meetings, provided this does not interfere with operations or training, and provided meetings do not take place during the working hours of attendees.

The Union agrees to pay for any reasonable additional cost of security, damage, and cleanup connected with such meetings, and will comply with Port regulations for the assignment and use of facilities.

### **2.E NOTIFICATION OF RULES**

The Port shall provide the Union, upon request, with copies of rules, regulations or ordinances that are applicable within the scope of representation to any employee or employees in the represented unit.

## **2.F NEW EMPLOYEES ORIENTATION AND INFORMATION**

The Port shall provide the union the names, classifications, assigned locations, work phone, personal cell phone, personal emails on file with the employer, and home addresses, within thirty (30) days of hire or by the first pay period of the month following hire. The Port shall provide this information for the entire bargaining unit at least every 120 days. Employees may, in writing to the Port, opt out of providing home address, personal cell phone number, and personal email addresses. The Port will provide the Union with a copy of the request.

When the Port conducts a Port-wide new employee orientation, the union will be allocated up to thirty (30) minutes prior to the end of the session, without management personnel present. The union shall be provided not less than ten (10) days advance notice of any new employee orientation. The presentation may be made by a Union Representative or steward. If it is a steward, it shall be without loss of pay. If there will be no Port-wide orientation within sixty (60) calendar days of hire, then, at the new employee's orientation on Port benefits, one union steward or Union Representative may meet privately with the employee afterward for up to thirty (30) minutes. The steward's time will be without loss of pay.

## **2.G BULLETIN BOARDS**

The Port shall provide, in agreed-upon locations, bulletin board spaces for the exclusive use of the Union. Any posted material shall be non-controversial in nature. The supervisor may direct the Steward to remove any objectionable material. The objection may then be subject to the grievance procedure.

## **2.H INFORMATION PROVIDED TO THE UNION**

The Port shall furnish the Union, on a thirty (30) day basis, the name, classification title, and work location of all newly hired (or separated) employees subject to this Agreement. The Port shall also furnish to the Union verification of dues deductions sent to the Union and of employee contributions transmitted to charitable organizations.

## **2.I CONTRACTING OUT**

The Port may contract out for temporary work or after finding by a vote of two-thirds of the Board that the performance of work by contract, regardless of nature or term, is in the public interest because of economy or better performance; provided, that no such contract for service shall result in loss of employment or salary by any person having permanent status in the competitive civil service.

The Port shall not retain any temporary agency workers who perform bargaining unit work for longer than one hundred eighty (180) calendar days. The Port shall supply the Union with a monthly update of temporary agency work performed. Temporary agency workers filling in for specific employees on maternity leave, on-the-job injury leave, military leave, long term illness or other approved leave are not subject to any limitations of duration of work assignment.

# **3 UNION SECURITY**

## **3.A UNION RIGHTS**

An employee in one of the classes included in the I.B.E.W. Unit, employed as of and during the term on this Memorandum of Understanding shall, as a condition of continued employment with the Port and, in the case of a newly hired employee, within thirty (30) calendar days of his/her employment, execute a payroll deduction authorization form as furnished by the Union, and thereby become and remain a member in good standing of the Union; or execute a payroll deduction authorization form as furnished by the Union, and thereby pay to the Union an initial fee equal to the regular initiation fee and, thereafter, a monthly service fee equal to the regular monthly Union dues; or, in the case of an employee who certifies he/she is a member of a bona fide religion, body or sect which has historically held

conscientious objections to joining or financially supporting public employee organizations, execute a payroll deduction authorization form as furnished by the Union, and thereby pay sums equal to Union dues, initiation fee, or service fee to a charitable organization recognized by the United Way, BABUF, CCHA or Progressive Way.

Upon seven (7) days notice to the Port from the Union that an employee described above has failed to maintain his/her membership in good standing or has failed to maintain his/her current service fee payment or has failed to maintain his/her current charitable contribution payment to a charity as designated above, then the Port shall: (1) counsel the employee of his/her obligation under the provision; and (2) inform the employee that further failure to maintain the appropriate payments shall subject him/her to discharge.

The Union shall indemnify and save harmless the Port, its officers and employees, from and against any and all loss, damages, costs expenses, claims, attorney fees, demands, actions, suits, judgments, and other proceedings arising out of any discharge action resulting from this provision.

The Port will not lock out employees during the term of this Memorandum of Understanding.

### **3.B MANAGEMENT RIGHTS**

#### **3.B.1 No Strike Clause.**

During the term of this Memorandum of Understanding, and any extension or renewal hereof, the Union and each employee covered hereunder agrees not to cause, encourage, or take part in any strike, sympathy strike, walkout, sit-down or picketing of work or interference with any operations or activity of the Port, or of any person, including any public or private entity, operating on or from any Port premises.

#### **3.B.2 General Rights.**

The management of the Port and its business and the direction of its work forces are vested exclusively in the Port, and this includes, but is not limited to the right to: contract out work; make assignments of jobs; determine services and duties to be provided by employees; establish, amend, maintain, and enforce rules, schedules, methods, processes, procedures, regulations and means and ends to assure the safe, orderly, effective, and efficient operations of the Port as determined solely by the Port; determine its general business practices, standards and policies, and the personnel by which Port operations are to be conducted; determine the mission of, structure and restructuring of the Port and every organizational group including work units, sections, departments and divisions in the Port and to terminate any such organization; take all necessary actions to carry out its mission in emergencies; hire and promote employees; fire, demote, terminate and otherwise discipline employees; relieve employees from duty for legitimate reasons; increase or decrease the work force; and exercise complete control and discretion over its organization and the technology of performing its work, provided however that all of the foregoing shall be subject to applicable law and the provisions of this Agreement, arbitration decisions, letters of agreement, or memoranda of understanding clarifying or interpreting this Agreement.

## **4 DISCHARGE, DISCIPLINE, RESIGNATION, COACHING AND COUNSELING**

### **4.A GOOD AND SUFFICIENT CAUSE**

The right to discipline or discharge employees by the Port shall be exercised for good and sufficient cause. The Port shall mail the Union Representative(s) a copy of all "Skelly" notices of intent to discipline given to represented employees as well as all discipline appeal responses.

#### **4.B GROSS VIOLATIONS**

In the case of gross violation of rules, regulations or ordinances calling for immediate action (including as examples, but not limited to: theft of Port or other employee property; unprovoked assault on other workers or the public; willful and reckless conduct endangering the health or safety of the public or other workers); discharge or discipline can take place with whatever procedures are proper under applicable law being exhausted prior to the implementation of discipline.

#### **4.C PROGRESSIVE DISCIPLINE**

In serious cases calling for lesser discipline or such non-pay contemplated discipline which may be stayed, the principles of progressive discipline shall apply, including whatever procedures are proper under applicable law. Progressive discipline may include such of the following, as appropriate to the specific violation(s):

- a) Verbal Warning
- b) Written Warning
- c) Written Reprimand
- d) Suspension
- e) Discharge

Employees are entitled to Union representation at steps (a) through (e) of the disciplinary procedure. When agreed to by the parties, a "Plan for Improvement" shall be written and implemented at any disciplinary step other than discharge. The Plan for Improvement shall identify the employee's area(s) of deficient performance and the steps to be taken to bring performance up to acceptable levels.

#### **4.D COACHING AND COUNSELING**

Coaching and counseling are encouraged to bring about effective communication prior to any disciplinary steps. Coaching and counseling are verbal communications designed to draw attention to management concerns with the expectation that such communication will be sufficient in and of itself to motivate an employee to change his or her behavior.

#### **4.E NOTICE OF RESIGNATION**

When an employee desires to resign, the employee shall submit to his/her department head a formal resignation in writing two (2) weeks in advance where possible.

#### **4.F RESIGNATION INQUIRY**

Upon receipt of an employee's resignation, the Port Personnel Manager may conduct an inquiry to determine that the resignation was submitted in good faith and free from undue pressure or threat. Said officer shall take into account any information furnished by the Union and/or an employee in a timely fashion in determining the necessity for such an inquiry.

### **5 GRIEVANCE PROCEDURE**

#### **5.A DEFINITION**

A grievance is herein defined as a dispute which involves the interpretation or application of this Agreement, the applicable personnel rules of the Port and City and/or disciplinary action taken.

## **5.B RESOLUTION OF GRIEVANCES**

### **5.B.1 Objective of Grievance Section.**

It is the expressed intent of the parties that grievances be resolved expeditiously at the lowest possible administrative level. Toward that objective, the following steps are provided:

### **5.B.2 Oral Presentation to Immediate Supervisor.**

The employee and/or Union Representative may present the grievance orally to the immediate supervisor within seven (7) working days of the occurrence of the events giving rise to the dispute or within seven (7) working days from such time as the employee or Union should reasonably have been aware of this occurrence.

### **5.B.3 Written Submission to Immediate Supervisor.**

Should the grievance remain unresolved under 5.B.2, the employee and/or Union Representative may submit the grievance in writing to the immediate supervisor within the seven (7) working days stated in 5.B.2. The grievance shall state the specific Section of the Memorandum of Understanding and/or Personnel Rules alleged to be violated or disciplinary action taken, together with a brief statement of the facts in the case and the proposed remedy. The employee's immediate supervisor shall respond in writing, within seven (7) working days. The response shall be given to the employee and a copy shall be mailed to the Union Representative.

### **5.B.4 Submission to Department Head.**

Should the grievance remain unresolved under 5.B.3, the employee and/or Union Representative may, within five (5) working days of receipt of the immediate supervisor's response, submit the written grievance to the department head to whom the supervisor immediately reports. The department head shall respond in writing to the grievance within five (5) working days after receipt of the grievance. The response shall be given to the employee and a copy shall be mailed to the Union Representative.

### **5.B.5 Submission to Port.**

Should the grievance remain unresolved under 5.B.4, the employee and/or Union Representative may, within five (5) working days after receipt of the department head's response, submit the written grievance to the Port Employee Appeals Officer as designated by the Director of Human Resources. The Employee Appeals Officer shall meet with the Union Representatives within five (5) working days of submission and attempt to resolve the dispute, unless an extension is mutually agreed upon by both parties. The Employee Appeals Officer shall, unless otherwise mutually agreed to between the Port and Union, respond in writing within fifteen (15) working days of the hearing. The response shall be given to the employee and a copy shall be mailed to the Union Representative.

### **5.B.6 Submission to Arbitration.**

Should the grievance remain unresolved under 5.B.5, the Union Representative or the Port may, within ten (10) working days of receipt of the Employee Appeals Officer's response under 5.B.5 move the grievance to arbitration.

### **5.B.7 Arbitrator Selection.**

A single arbitrator shall be selected by mutual agreement from a panel of impartial arbitrators, or if such agreement is not reached, by alternatively striking names from a list of five (5) arbitrators



submitted by the State Conciliation Services. The arbitrator shall be so selected within twenty (20) days from the date of receiving the list of arbitrators from the State Conciliation Services.

#### **5.B.8 Arbitration Procedures.**

If the grievance is moved to arbitration, it is agreed that the decision of the arbitrator shall be final and binding on all parties and that all arbitration fees and expenses shall be borne equally by the parties. The arbitrator shall have no power to add to or subtract from the provisions of this Agreement or of the Personnel Rules.

#### **5.B.9 Clarification of Grievances.**

The Port may request clarification from the Union regarding any part of a grievance or the grievance process, with respect to any grievance filed by any one or more bargaining unit members or the Union.

### **5.C CIVIL SERVICE OPTION IN DISCIPLINE AND DISCHARGE**

In the case of a grievance concerning discharge or disciplinary action against an employee, the Union or employee may elect to submit such grievance to the Civil Service Board instead of to an arbitrator. The filing of the grievance in accordance with the provisions of 5.B.3 shall satisfy the requirement of the Personnel Ordinance that the employee give notice of intent to appeal a discharge or disciplinary action.

### **5.D EXTENSION OF TIME LIMITS**

Time limits in the resolution of grievances may be extended by mutual agreement of the parties. Failure by the employee, the Union or the Port to follow the time limits, unless so extended, shall cause the grievance to automatically move to the next step. For the purpose of this article, working days mean the normal weekdays of work, Monday through Friday, excluding weekends and holidays.

### **5.E PRESENCE AT HEARINGS**

The grievant may be present at any and all proceedings regarding his/her grievance. In the case of multiple grievances a representative from among the grievants may be present at any and all proceedings regarding the grievance. The option of being present at such meetings shall be that of the employee. S/he shall not lose any compensation or other benefit for time spent for such appearances. By mutual agreement, any of the grievants in a multi-grievant situation may attend any of the grievance proceedings which occur during times they are not scheduled to work.

This section shall not be applicable when mutually agreed by the Port and Union representatives.

### **5.F WITNESSES**

Individuals who may have direct knowledge of circumstances relating to the grievance may appear at the mutual request of the parties during any stage of the procedure. S/he/they shall not lose any compensation or other benefit for actual time spent for such appearance.

### **5.G APPLICABLE LAW PROCEDURES**

No employee shall be placed in a non-pay status until any and all procedures under applicable law relating to that employee are fulfilled. At present, it is understood that "Skelly" procedures are currently required by applicable law before action can be taken by a public employer in certain specific situations.

## **5.H WAIVER OF TIME LIMITS**

By mutual agreement, the parties may waive the time limits specified herein and proceed to immediate arbitration.

## **5.I AWARD PAYMENT SCHEDULE**

The Port shall make payments to the employee(s) for grievance resolutions or arbitration awards within thirty (30) calendar days of the date that the Port and the Union agree to the grievance resolution. However, in cases for which the arbitrator specifies the compensation award, the Port shall make the payment to the employee(s) within thirty (30) calendar days of receipt of this ruling. The Port will make every effort to make payment before the thirty (30) calendar days, when possible.

# **6 SENIORITY**

## **6.A DEFINITIONS**

### **6.A.1 Classification Seniority.**

Classification seniority shall be defined as accrued time from the date of entry into a position within a given classification, less unpaid leaves of absence in excess of thirty (30) consecutive days.

### **6.A.2 Port Date of Seniority.**

Port date of seniority shall include accrued time from the day of hire with the Port, less unpaid leaves of absence in excess of thirty (30) consecutive days.

## **6.B SENIORITY AND VACATION LEAVE BIDDING**

Classification seniority shall apply to vacation leave bidding within work units, and will be implemented providing requests do not interfere with the operational needs of the Port, as determined by the department manager.

## **6.C SENIORITY AND OVERTIME**

Classification seniority shall apply to overtime distribution within work units.

## **6.D SENIORITY AND LEAVE**

### **6.D.1 Seniority and Military Leave.**

Classification and Port date of seniority shall accumulate during military leave, in accordance with State and Federal law.

### **6.D.2 Suspension/Termination of Seniority for Employees Who Fail to Return to Work After Military Leave.**

Suspension and termination of seniority for employees who fail to return to work following military leave shall be in accordance with State and Federal Law.

### **6.D.3 Seniority and Other Leave.**

Classification and date of hire seniority shall accumulate during periods of other paid leave.

## **6.E SENIORITY IN CASES OF IDENTICAL HIRING DATES**

If two (2) or more employees have identical classification and date of hire seniorities, the order of seniority will be determined by the Port Personnel Rules.

#### **6.F SENIORITY LISTS**

The Port shall furnish the Union with an updated copy of the classification seniority list upon request, but not more than once a calendar year. Such list shall be subject to correction upon protest by the Union. The list shall constitute the official seniority list for vacation leave bidding, shift bidding, job bidding and overtime distribution within work units, and shall reflect the date of hire and classification dates of employees covered by this Memorandum of Understanding. If possible, the Port will provide the Union with a list detailing the seniority of each represented employee held in previous classifications.

### **7 HIRING, LAYOFF AND REHIRING**

#### **7.A LENGTH OF PROBATIONARY PERIOD**

The probationary period of any employee filling an entry level position shall not exceed nine (9) months in duration, except that in the case of an individual employee requiring further consideration, the Port, at its option, may extend the probationary period by three (3) months; further an additional three (3) months may be added to the probationary period by mutual agreement between the Port and the Union.

#### **7.B VETERAN'S RIGHTS**

Veteran's rights shall be governed by applicable law including the Vietnam Veterans Readjustment Act of 1974, as it may be amended from time to time.

#### **7.C REDUCTION IN FORCE**

The Port shall attempt, insofar as possible, to accomplish any reduction in force by attrition rather than by layoff. The Port agrees to keep the Union advised of financial planning which contemplates reduction of personnel represented by the Union as soon as practical. The Port will provide the Union with a listing of classifications which may potentially be reduced at a future date. In the event that a reduction in force is required, it shall be carried out in accordance with the Port Personnel Rules and Procedures and the following principles:

- a) A reduction in force shall be effected on a City-wide basis for each classification to be reduced;
- b) Seniority in the affected class shall be a primary factor in accomplishing such a reduction in force;
- c) At least ten (10) working days of notice of any reduction in force shall be provided by the Port to the affected employee;
- d) In recall from layoff, the last person laid off shall be the first recalled;
- e) It is anticipated, in the case of a Port/City reduction in force, that any non-federally funded, permanent full-time employee in the classified service will not be required to take accrued vacation prior to layoff.
- f) The Port shall meet and confer upon the request of the Union to consider any proposal(s) advanced as an alternative to layoff and/or the impact of such layoff.
- g) With respect to Port-initiated lay-offs, the Port will provide notice to the Union of such impending lay-offs at least ten (10) working days prior to the issuance of any such lay-off notice to affected employees.
- h) No employee will be laid off while a temporary agency worker is assigned to perform the duties of the classification to which the employee to be laid-off is appointed.

## **8 PROMOTION, DEMOTION AND TRANSFER**

### **8.A PROBATION PERIOD UPON PROMOTION**

The probationary period of an employee filling a position from a promotional examination shall not exceed six (6) months in duration. However, management may choose to extend the probationary period by three (3) months. Further, an additional three (3) months may be added to the probationary period by mutual agreement between the Port and the Union.

### **8.B RETURN RIGHTS**

An employee proving unsatisfactory or electing to decline a promotional position during the probationary period shall have full return rights to his/her former classification without loss of seniority or other benefits.

### **8.C PROMOTIONAL EXAMINATIONS**

#### **8.C.1 Job Vacancy Posting.**

The Port agrees to post examination announcements for represented positions on the official Port bulletin board outside of the Port Personnel Department. Announcements for examinations conducted by the Port Personnel Department will be posted no later than ten (10) working days before that application filing date. Announcements for examinations conducted by the City of Oakland Personnel Department will be posted one (1) day after receipt from the Port of Oakland.

Examination announcements and application forms for represented positions will be available through the Port Personnel Department. The Port will also transmit and post, as soon as possible, copies of examination announcements for represented positions at the Harbor Facilities office, Construction Department office, the Airport Facilities office, the Main Port Building at 530 Water Street, and Building M104 at the South Airport. In addition, the Port will transmit copies of examination announcements for represented positions to the Union as soon as possible. The posting sites may be changed by mutual agreement.

#### **8.C.2 Oral Board.**

The Human Resources Director may designate an impartial Port representative to sit as a non voting member on an oral board for a regular or promotional examination.

#### **8.C.3 Promotional Examination Information.**

The Port shall make information regarding promotional examinations available to Port employees at the earliest possible date. The Port will provide promotional examination information at least one month in advance of the examination deadline unless extenuating circumstances prohibit.

Such information shall be posted, among other areas, on all Union bulletin boards. The Port will make its best effort to establish a better liaison with the City of Oakland Personnel Department in order to obtain more timely information regarding job opportunities available to Port employees.

When information regarding such Port job opportunities cannot be provided by the application deadline, the Port will attempt to obtain an extension of the deadline for those employees who, because the Port did not provide the information, did not get notice.

#### **8.C.4 Notification of Selection.**

Candidates for represented positions shall be advised of their status by the Port Personnel Department. Those candidates who participate in departmental interviews who are not recommended for selection shall be given written notification from the Port Personnel Department, notifying them that another candidate(s) has been recommended for selection.

#### **8.D ELIGIBLE LIST FOR PROMOTIONAL POSITION**

Whenever a promotional position in the classified Civil Service is to be filled for which no reinstatement list exists, the appointing authority shall receive a list of four (4) names. In the case of multiple vacancies, the appointing authority shall receive a list of four (4) names plus two (2) names for each additional vacancy to be filled provided, however, that a lesser number may be certified when there is not the required number on the eligible list. Individuals on the promotional eligible list shall be certified and considered for appointment before individuals on the original entrance and/or restricted eligible list(s).

#### **8.E NON-SELECTION STATEMENT**

An employee otherwise qualified for selection for a promotional position who is not selected for said position shall upon her/his request be given a written statement from the appropriate supervisor indicating the reason or reasons for her/his non-selection.

#### **8.F SUPPLEMENTAL TRAINING PROGRAMS**

The Port and the Union shall meet a minimum of once per year to discuss the need for specific on-the-job training and other training programs to be utilized to upgrade the skills and knowledge of interested employees.

#### **8.G TRANSFER LIST**

The Port shall post notices of all Port vacancies in each location listed in Section 8.C.1 for a period of not less than (10) working days in order to afford employees interested in reassignment within the same classification an opportunity to apply for vacant positions. Each such notice shall describe the classification of the position to be filled, the physical location of the position, its starting and quitting time, and a general description of the work to be performed. If five or fewer employees request an interview, each employee shall be interviewed. If more than five request an interview, at least the most senior five shall be interviewed. In selecting the person to fill the vacancy, seniority shall be a factor in consideration.

### **9 TRAINING AND EDUCATION**

#### **9.A AVAILABLE EDUCATION COURSES**

The Port wishes to encourage employees to utilize education and training courses that further the knowledge and skills of employees in the performance of their present duties, or enhance their advancement to higher positions within their present fields of employment at the Port.

#### **9.B REIMBURSEMENT**

The costs of tuition, required textbooks and materials, will be refunded to employees who obtain prior approval and complete the course, as outlined in Port policy which may be subject to amendments and modifications from time to time. Proof of course completion and receipts of expenses are required in order to receive reimbursements.

#### **9.C APPROVAL PROCEDURE**

"Request for Tuition Reimbursement" forms are available in the Human Resources Division. Approval must be obtained in advance of taking the course. Approval from the employee's division director is required before submittal to the Human Resources Director or his or her designee for final approval.

#### **9.D JOINT LABOR MANAGEMENT COMMITTEE**

A Joint Labor Management Committee will be formed within 30 days of adoption of this M.O.U consisting of two (2) representatives from IBEW Local 1245 and two (2) representatives from the Port. This committee will meet on a monthly basis. The Port shall provide paid release time for committee meetings.

#### **9.E PROFESSIONAL DEVELOPMENT**

Upon presentation of proof of purchase, which specifically identifies the purchase, an employee shall be eligible for reimbursement for expenses incurred for Professional Development, not to exceed \$1,100 for the contract period beginning January 1, 2018 and for each year thereafter through the duration of the MOU, with the following provisions.

1. Upon hiring, an employee will be credited with the entire amount of Professional Development allowance for the calendar year of hire but will not be eligible to use that allowance until after successful completion of probation. After completion of probation, the Professional Development amount for the calendar year of hire will be available to the employee for six months after passing probation, after which the allowance will be forfeited.
2. Professional Development expenses for the purpose of this Article shall include, but not be limited to: books, subscriptions to professional journals or magazines, training courses, professional conferences, and applications and/or examination fees for registration or certification within his/her profession. Employees may choose to submit a request that the Port make payment for an approved professional development expenditure directly to the provider.

These funds may not be carried over from one calendar year to the next, unless, within the discretion of the Director of Human Resources, such an exception will allow an employee to utilize a training opportunity not available within one calendar year. Otherwise, any funds not used within a calendar year shall be forfeited.

It is agreed that the Professional Development Expenditure is not a substitute for a Division's training budget.

The purchase of computers, laptops, mobile phones, and/or tablets for the purpose of upgrading their technology will not be eligible for reimbursement unless, upon sufficient documentation and subject to the approval by the Director of Human Resources, it is determined that the device is required for use in an approved training course.

#### **9.F PROFESSIONAL SOCIETIES AND ASSOCIATIONS**

The Port shall encourage participation in professional societies and/or associations, excluding any organization which has as one of its principal purposes the representation of individuals in matters concerning wages, hours and other terms and conditions of employment, by reimbursing the employee in cash for one hundred percent (100%) of the cost of the annual dues for one (1) organization per member.

The organization(s) shall be selected by the member, subject to the approval of the Department Head or his/her designated representative.

## **10 SAFETY**

### **10.A PROMOTION AND SAFETY**

The Port and the Union recognize the major importance of accident prevention, occupational health and the elimination of hazards to health and safety at the Port. The Port and Union agree to promote safe work habits and methods, identify and correct hazards, establish and enforce safety rules, and promote safety consciousness among all employees.

#### **10.A.1 Fresh Air Supply.**

Port employees working in enclosed underground areas including, but not limited to sewer pits and underground pull boxes shall be provided with a fresh air supply source.

#### **10.A.2 Hard Hat Usage.**

In compliance with State and Federal safety regulations, hard hats shall be worn by field personnel whenever there is a possible threat to safety from flying or falling objects, or working around heavy equipment, as determined by the employee's supervisor.

#### **10.A.3 VDT and Word Processing Safety.**

Upon the employee's request, the Port will investigate the need for appropriate tables/desks, footrests, glare screens and adjustable chairs in video display terminals or word processing areas.

#### **10.A.4 Jackets.**

The Port will provide jackets to field personnel and will replace jackets due to wear and tear.

#### **10.A.5 Safety Shoes.**

Where safety shoes are required to be worn in the performance of an employee's duties by either departmental or Port policy, or pursuant to applicable Cal-OSHA or OSHA regulations, the Port hereby agrees to furnish the appropriate safety shoes on an as needed basis upon verification of the supervisor, to all such personnel. Effective January 1, 2018, the Port shall pay \$262.50, either as a reimbursement to the employee or paid directly to a Port-designated vendor, towards the purchase price of a pair of safety shoes, to be increased \$7.50 for each year during this contract period.

#### **10.A.6 Handling of Raw Sewage.**

No employee shall be assigned to work with raw sewage until he/she has received proper health and safety orientation and any necessary training, and has been provided with proper safety equipment.

### **10.B SAFETY COMMITTEE**

Two (2) representatives from the Union shall sit on the Port's Safety Committee. Release time will be granted for the Union representative for participation in scheduled Port Safety Committee meetings. The Port's Safety Committee shall function for the purpose of inspecting, reviewing and recommending safety practices in the work areas at the Port.



A reasonable number of meetings of the Safety Committee may be held, but not less than four (4) during the year, without a loss of pay to the Union members participating.

#### **10.C SAFETY LAWS, RULES AND REGULATIONS**

The Port will adhere to all applicable safety laws and OSHA rules and regulations. It is understood that among those subjects covered by OSHA rules and regulations are: a hazard free workplace; safe tools and equipment; protective equipment; removing or guarding hazards; information and notices regarding OSHA; and no discrimination against employees for exercising their lawful rights.

The parties further agree that the present state law regarding discrimination against employees relating to safety is as follows: No employee shall be laid off or discharged for refusing to perform work in the performance of which any occupational safety or health standard or any safety order of the division of standards board will be violated, where such violation would create a real and/or apparent hazard to the employee or his/her fellow employees. Any employee who is laid off or discharged in violation of this section or is otherwise not paid because he refused to perform work in the performance of which any occupational safety or health standard or any safety order of the division of standards board or environmental laws will be violated and where such violation would create a real and apparent hazard to the employee or his/her fellow employees shall have a right of action for wages for the time such employee is without work as a result of such layoff or discharge; provided that such employee notifies his employer of his intention to make such a claim within 10 days after being laid off or discharged and files a claim with the Labor Commissioner within 30 days after being laid off, or discharged or otherwise not paid in violation of this section.

#### **10.D SAFETY MANUALS AND CALOSHA UPDATES**

Port shall provide, publish, and update a "safety manual" with all applicable safety policies, at the very minimum of once every 3 years.

### **11 EMPLOYEE RIGHTS AND AFFIRMATIVE ACTION**

#### **11.A PERSONNEL FILE**

##### **11.A.1 Copies of Derogatory Entries.**

It is agreed that an employee will be given a copy of entries of a derogatory nature when they are placed in his/her official personnel file.

##### **11.A.2 Derogatory Entries.**

Derogatory entries in an employee's official personnel file are evaluated in terms of the seriousness of the action(s) or incident(s) described and the recency and repetitiveness of such action(s) or incident(s) for use in disciplinary proceedings. Entries describing action(s) or incident(s) which are of minor significance and/or which are not recent and/or which have not been repetitive will receive more limited consideration in disciplinary proceedings.

##### **11.A.3 Entries to Be Used in Disciplinary Proceedings.**

Entries of a derogatory nature to be used in any disciplinary proceeding against an employee shall include only dated materials, issued within a reasonable time of the action(s) or incident(s), of which a copy has been provided to the employee and initialed at the time of receipt by the employee, or has been sent by certified mail and has been placed in the employee's official personnel file in connection with current action(s) or incident(s) resulting in disciplinary proceedings. If any employee refuses to initial, that refusal shall be noted on a copy, the Union advised, and the copy shall be placed in that employee's official personnel file.



The employee shall have the right to respond within two (2) weeks of notice of any material filed. Once the employee's response is received, it shall be attached to the material filed.

#### **11.A.4 Review of Personnel File.**

An employee may review his/her official personnel file in the Personnel and Employee Services Department, and may make copies of the documents contained therein. It is understood the Port shall establish reasonable rules for control of said files in the implementation of this provision.

#### **11.A.5 Union Review of Personnel File.**

The employee may also authorize, in writing, the Union Representative to inspect and copy his/her personnel file related to a dispute concerning the employee. In this case, the employee must also sign a waiver of confidentiality with the Port Personnel Manager.

#### **11.A.6 Confidentiality of Personnel File.**

Material in personnel files shall be regarded as confidential and disclosed only in accordance with the provisions of law.

#### **11.A.7 Positive Entries.**

Information of a positive nature received by the Port pertaining to said employee shall be placed in the employee's personnel file upon request. The employee shall be advised of any such material received.

### **11.B CIVIL RIGHTS AND AFFIRMATIVE ACTION**

The Port and the Union agree that neither the Union nor the Port shall discriminate in respect to employment by reasons of Union activity, race, color, creed, residency, or national origin. There will be no discrimination to the extent provided by law by reason of age, sex, sexual preference, political affiliation or handicap.

### **11.C EMPLOYEE SERVICE RATINGS AND REPORTS**

#### **11.C.1 Reports of Performance.**

The Port agrees that an employee is entitled to a Report of Performance for Probationary Employee and/or Report of Performance for Permanent Employee which outlines progress and performance in his/her classification. These reports shall serve primarily as a means (1) whereby an employee may regularly review his/her performance with his/her supervisor; (2) for ascertaining and encouraging the improvement in service by an employee; (3) for providing effective supervision of an employee; and (4) for noting and complimenting outstanding achievement by an employee. Should an employee's Performance Appraisal not be completed by the Performance Appraisal due date (either June 1 or December 1, as applicable under AP 412), then upon completion of the appraisal by the rater, the overall rating shall be applied retroactively to the appropriate appraisal due date and compensation linked to said appraisal shall be paid retroactively commencing July 1 or January 1, as appropriate.

#### **11.C.2 Nine Month Probationary Period.**

An employee in a nine (9) month entry level position probationary period shall receive a Report of Performance for Probationary Employee at the end of the second, fifth, and eighth months of service (and

the eleventh and fourteenth months of service where applicable), and Report of Performance for Permanent Employee annually thereafter.

#### **11.C.3 Six Month Probationary Period.**

An employee in a six (6) month probationary period shall receive a Report of Performance for Probationary Employee at the end of the third and fifth months, and a Report of Performance for Permanent Employee annually thereafter.

#### **11.C.4 Return Rights.**

An employee proving unsatisfactory or electing to decline a promotional position during the probationary period shall have full return rights to his/her former classification without loss of seniority or other benefits.

#### **11.C.5 Reviews Between Annual Performance Appraisals.**

An employee may have any area of performance reviewed and dealt with between the regular annual performance appraisals by use of oral and/or written descriptions of the deficiencies and the methods and schedules for bringing them to acceptable standards.

## **12 WAGES**

### **12.A GENERAL WAGE INCREASE**

In recognition of the increased levels of job duties over time, for the Terminal Services Supervisor classification, the Port agrees to a 5.0% increase in wages as an equity adjustment, effective upon ratification of the successor MOU.

Effective the first day of the pay period containing January 1, 2018, bargaining unit members shall receive an across the board wage increase of four percent (4.0%).

Effective the first day of the pay period containing January 1, 2019, bargaining unit members shall receive an across the board wage increase of four percent (4.0%).

Effective the first day of the pay period containing January 1, 2020, bargaining unit members shall receive an across the board wage increase of three percent (3.0%).

Effective the first day of the pay period containing January 1, 2021, bargaining unit members shall receive an across the board wage increase of three percent (3.0%).

### **12.B SALARY RATE INCREASE**

#### **12.B.1 Step Increases.**

Advancement within the salary schedule hereinafter fixed for the office or position of employment under which an employee serves shall be from Rate "a" to Rate "b" on the basis of six (6) month' satisfactory service in such office or position at Rate "a" and from Rate "b" to Rate "c" on the basis of one (1) year's satisfactory service in such office or position at Rate "b", provided, however, that an employee promoted into a position covered by this MOU shall be placed in the salary rate which is approximately 5% higher than the employee's previous base salary.

### **12.B.2 Effective Dates of Step Increases.**

Increase to the next higher rate, but not higher than Rate "c", under said schedules shall become effective and the salary at such next higher rate shall, subject to the approval of the Executive Director, become payable on the first day of the following pay period or on the first day of the month following completion of the required time of satisfactory service in the same office or position of employment, whichever is later in time, and thereafter each six (6) months or one (1) year, as the case may be.

The advancement in salary ratings provided for in this section shall be limited to Rates "b" and "c" fixed within such schedules.

### **12.B.3 Step Increases to "d" and "e".**

All represented employees who are paid at Step "c" shall advance to Step "d" effective the first pay period containing either July 1 or January 1, whichever is applicable, with a single annual performance evaluation of "Meets Expectations" (or better). All represented employees who are paid at Step "d" shall advance to Step "e" effective the first pay period containing either July 1 or January 1, whichever is applicable, with a single annual performance evaluation of "Meets Expectations" (or better).

### **12.B.4 Satisfactory Service.**

"Satisfactory service", as used in this Article, is hereby defined as that service which, in the judgment of the Executive Director, constitutes a reasonable return in service for the duties involved and salary paid. Employees who have not been evaluated for a period of three months following their evaluation due date in the annual period as described in Articles 12.B.1 or 12.B.3 above, shall, for the purpose of said Articles, be presumed to have delivered satisfactory service (or meets expectations), and shall receive the corresponding salary increases retroactive to the first day of the pay period following the employee's eligibility for step advancement.

## **12.C LAND SURVEYOR REGISTRATION**

It shall be a prerequisite for any employee to be employed in the classification of "Chief of Field Party", that each such employee shall be licensed by the State of California as a "Land Surveyor". All such employees shall receive a five percent (5%) increase over the base salary made effective pursuant to Section 12.A. Such additional compensation shall be incorporated into the salary schedule attached hereto as Exhibit "B".

## **12.D RESIDENT ENGINEER ASSIGNMENTS**

Any represented employee assigned the duties of a "Resident Engineer" as defined by the Port, but not including persons employed in the classifications of Principal Engineering Assistant or Electrical Mechanical Inspector, shall receive a salary increase of six percent (6%) during the period of assignment to such duties.

The specifications of Principal Engineering Assistant and Electrical Mechanical Inspector shall include the duties of a "Resident Engineer" as defined by the Port. Persons employed in such classifications shall receive a five percent (5.0%) increase over the base salary made effective pursuant to Section 12.A. Such additional compensation shall be incorporated into the salary schedule attached hereto as Exhibit "B" and shall be effective on the date of ratification by the parties.

## **12.E PROFESSIONAL REGISTRATION FEES**

The Port shall reimburse the members of the unit for professional registration fees paid by such members and approved by the Port. Receipts of payments are required in order to receive reimbursements.

## **12.F PERFORMANCE INCENTIVE PROGRAM**

### **12.F.1 Merit Pay Premium.**

1. Regular full-time employee who are paid at Step "c" or "d" under the terms of this Program shall receive premium pay in the amount of one and one half percent (1.5%) of their annual base salary upon receipt of an annual performance evaluation of "Outstanding". This premium pay will not be an adjustment of base salary and will be made in twelve (12) equal monthly installments.
2. Regular full-time employee who have been paid at Step "e" under the terms of this Program for at least one (1) full year shall receive premium pay in the amount of four percent (4%) of their annual base salary upon receipt of an annual performance evaluation of "Exceeds Expectations" or eight percent (8%) of their annual base salary upon receipt of an annual performance evaluation of "Outstanding". This premium pay will not be an adjustment of base salary and will be made in twelve (12) equal monthly installments.
3. A represented employee who is promoted or retired before receiving full payment of their premium, shall be paid the balance of that earned Merit Pay premium in one lump sum at the earliest feasible pay period following the Executive Director's approval of the promotional appointment or retirement. In the case of retirement, the parties understand that this lump sum payment will not be PERSable (i.e. counted towards base salary or final compensation for CalPERS retirement calculation).

## **12.G DEFERRED COMPENSATION**

Should the Board of Port Commissioners approve benefits related to Port contribution to the Deferred Compensation plan for employee representation units A, B, C, D, or E, the same benefits will immediately be afforded to Local 1245 members.

## **13 HOURS, WORKING CONDITION AND OVERTIME**

### **13.A SHIFT DIFFERENTIAL**

Employees working the swing shift shall be paid a differential of five percent (5.0%). Employees working the graveyard shift shall be paid a differential of seven percent (7%).

### **13.B LUNCHES**

An uninterrupted unpaid lunch period of no longer than one (1) hour, shall be scheduled for employees at or near the midpoint of each scheduled work shift of five (5) or more hours. Employees may leave their work station during an unpaid lunch period provided they do not utilize Port vehicles for transportation unless they are assigned the exclusive use of that vehicle, and are back at the work station immediately following the end of said lunch period.

### **13.C UNIFORMS AND PROTECTIVE CLOTHING**

The Port will furnish and maintain appropriate uniforms and/or protective clothing for its field employees upon request.

### **13.D TOOLS**

The Port will provide adequate hand tools required by craft members of the unit in the performance of their normal duties in the same manner as provided other craft workers employed by the

Port. The Port will maintain a sign-out system with respect to all tools supplied by the Port, by which these employees will maintain the responsibility for non-routine replacement of any such tools.

### **13.E MEAL-PAY**

An employee working two (2) hours of overtime beyond his/her regular shift will be provided an allowance for meals ("meal-pay") at the rate of \$18.00 per meal. In the event the employee continues to work beyond such first two (2) hours, and such work is not part of his/her regular shift, the employee will be provided additional meal-pay for each successive four (4) hour period so worked, at the rates set forth above.

### **13.F REST PERIODS**

A rest period of fifteen (15) minutes duration shall be scheduled at or about the midpoint of each half shift of three or more hours. Such scheduling shall be at the direction of the department head or authorized supervisor with no loss of pay or time off charged.

### **13.G ACTING PAY**

An employee assigned to the duties and responsibilities of a vacant budgeted position of higher classification other than his/her own shall be paid an additional six percent (6%) of the regular pay of his/her own classification, for the total number of working days he/she works in such higher classification during such fiscal year.

An employee shall not receive any acting pay during periods of leave occurring during his/her acting pay assignment.

### **13.H COMMERCIAL LICENSES**

For all represented employees that are required to possess a Class A or B commercial drivers license the Port shall pay three percent (3.0%) in addition to their regular monthly salary.

### **13.I REASSIGNMENT NOTIFICATION**

The Port shall notify employees in writing at least one (1) week in advance of scheduled reassignments of employees to other work locations except in emergency situations or in instances where the employee has waived such notification.

### **13.J OVERTIME**

#### **13.J.1 Overtime and Compensatory Time.**

Whenever an employee is required to work in excess of his/her regular workday or regular workweek, or time worked on a holiday as provided for in this Memorandum of Understanding, he/she shall be compensated for such hours worked at time and one-half (1.5) the regular rate, or at the employee's option, may accrue compensatory time off at the same rate, or a maximum of ninety six (96) hours, or one hundred forty four (144) hours including overtime credit provided that such accrual is in accord with the Fair Labor Standards Act (FLSA), if applicable. Compensatory time off shall be taken by an employee at a time mutually agreed upon by the employee and his/her supervisor.

#### **13.J.2 Distribution of Overtime.**

Overtime shall be distributed as equally as possible on a voluntary, rotational basis and according to seniority among employees normally performing the work within each work unit. Notice of available overtime shall be given to affected employees as far in advance as is practical and possible.

In the event that no employees are available on a voluntary basis for overtime, management will assign the overtime among employees in each work unit, starting with the least senior employee, to achieve as much as is practicable an equal distribution of overtime work. The Port will post accumulative overtime worked or credited as worked for each person each month.

An employee who is scheduled to be off on vacation shall not be scheduled for work under this Section for the period between the end of the employee's last regular day of work preceding the employee's vacation and the start of the employee's first regular day of work following the vacation. An employee who is off due to illness shall not be scheduled for work under this Section until the employee returns to work on a regular workday.

The Union Steward may review overtime records, subject to advance scheduling by the supervisor, and such Steward may post overtime worked in his/her work area.

### **13.J.3 Overtime System for Airport Duty Managers.**

#### **1) Overtime and On-call Lists:**

a) Upon execution of this agreement, all incumbents will be placed on a overtime-call list in descending order beginning with the employee possessing the greatest amount of Port seniority within the respective classification and ending with the person possessing the least amount of Port-seniority within said classification. Any person entering the classification after execution of this agreement will be placed at the bottom of the list in order of classification-hire date, regardless of Port seniority, provided, however, any such persons with the same classification-hire date shall be listed in descending order beginning with the employee possessing the greatest amount of Port seniority and ending with the person possessing the least amount of Port seniority.

b) In like manner, as that described in paragraph 1 above, upon execution of this agreement an on-call list shall be established for purposes of assigning work on an on-call basis as described in the procedures set forth herein below.

#### **2) In assigning work on an overtime basis, the following system, which shall be known generically as the "ROLEDEX" system, shall be used:**

a) Once the initial order of preference has been established as described in paragraph 1 above, work on an overtime basis will be offered equally to all of the employees on the overtime-call list in descending order, provided, however, that any person on the list with a schedule conflict shall be deemed to be ineligible for the overtime assignment.

b) Each opportunity for overtime work shall continue to be offered to the employees on the list in such descending order, rotating to the beginning of the list when it is exhausted, until the assignment is accepted or all the persons on the overtime-call list have been called. Persons with a schedule conflict shall be deemed to have been called for purposes of this overtime-call procedure.

c) If management is unable to fill the entire eight (8) hour shift under the ROLEDEX procedures described in subparagraphs 2.a. and 2.b. above, management may call overtime in four (4) hour increment to the employee next on the overtime call out list

d) After an overtime assignment has been accepted following the procedure described in subparagraphs 2.a. ,2.b. and 2.c above, the next overtime assignment will be offered to the persons on the list, in descending order, beginning with the person named on the list immediately following the name of the person who accepted the previous overtime assignment, and otherwise

continuing in said descending order in accordance with the procedures described in this subparagraphs 2.a and 2.b. above.

e) If the previous overtime assignment was not accepted after having been offered to all persons on the list as described in subparagraphs 2.a. and 2.b., the next overtime assignment will be offered to the persons on the list, in descending order, beginning with the next person named on the list following the first person on the list that was called in accordance with the procedures set forth in paragraph 2.a. and 2.b.

3) If the overtime assignment cannot be filled under the procedures described in paragraph 2 above, then the following procedure shall be implemented:

a) The person assigned the same duties during the shift immediately preceding the shift in which the overtime assignment is requested to be filled as that required to be performed as an overtime assignment, will be asked to extend their hours of work to cover the first four hours of the overtime assignment, and;

b) The person assigned the same duties during the shift immediately following the shift in which the overtime assignment is requested to be filled as that required to be performed as an overtime assignment, will be asked to extend their hours of work to cover the last four hours of the overtime assignment.

4) If the shift cannot be filled under the procedures described in paragraphs 2 or 3 above, then the person with the on-call assignment for that work week, as described in paragraph 1.b. above, will be required to fill the shift or partial shift. On-call assignment will continue to be rotated through all persons in this classification on a weekly basis.

5) If the shift cannot be filled under any of procedures described above, then the department manager will decide who shall be required to work the overtime assignment.

6) No person shall be required to work more than 16 consecutive hours as a result of this agreement.

7) In no event shall the person on shift be able to leave until he/she is relieved.

#### **13.J.4 On-Call Pay – Airport operations Supervisors**

When an Airport Operations Supervisor – Airside (Supervisor) is assigned to on-call duty subject to 13.J.3 (1a), the Supervisor shall be paid an additional eight (8) hours per seven (7) day on-call week assignment. When called in for duty, the Supervisor shall be paid at the usual rate of pay as outlined in this MOU. A minimum of two (2) hours of pay at time and one-half will be paid to the Supervisor when he/she is called in to work during their on-call assignment.

All eligible Supervisors shall be assigned on-call duty for seven (7) consecutive days on a rotating basis. On-call duty may be voluntarily traded or transferred to another eligible Supervisor by completing a shift trade form and having it approved by an authorized individual.

During all hours when assigned to on-call duty a Supervisor shall (a) keep the MOD and Airside Superintendent informed of a telephone number(s) at which the Supervisor can be reached, (b) if the Supervisor does not answer the initial call, must return the call within 30 minutes and (c) be fully able to report for duty to the Airport within 2 hours.

While on-call, should the Supervisor unexpectedly be unable to meet any or all the requirement outlined above, he/she must contact the MOD and Superintendent to advise them as soon as possible.



The Supervisor making the notification will no longer receive on-call pay for the remainder of the period he/she is unable to meet the requirements a through c, and a call out by classification seniority of eligible Supervisors will be performed to replace the Supervisor. If no one voluntarily accepts the on-call assignment, the least senior Supervisor will be assigned until the original Supervisor becomes able to meet all the requirements a through c or the on-call assignments rotates to the next Supervisor.

### **13.K COMPENSATORY AND VACATION BUY BACK**

Portions of accrued compensatory and vacation time may be compensated in cash upon the employee's written request to the Port. Requests are limited to one every three months. The Port will use its best efforts to process such buy back no later than twenty (20) days after the Finance Division has received submittal of the employee's written request.

### **13.L WORKERS' COMPENSATION**

Payment under this provision shall not be cumulative with any benefit, which said employee may receive under the Labor Code of the State of California awarded as the result of the same injury. If, after the period of entitlement, the employee is still disabled, he/she may supplement any benefits paid under the Labor Code with his/her accumulated sick leave and vacation to the extent necessary to make up the difference between the amount of said award and the salary of the employee's scheduled work week for each week of continuing disability.

### **13.M HOURS OF WORK**

The regular daily work schedule for represented employees shall be eight (8.0) hours and the regular work-week schedule shall be forty (40.0), except for those classifications set forth on Exhibit "B" attached hereto and incorporated herein by this reference, presently assigned thirty six (36) hour and thirty seven and one-half hour work-week schedules.

During the term of this MOU, upon request of either party, the Port and the Union shall meet and discuss alternate work schedules.

### **13.N CALL BACK PAY**

A minimum of four (4) hours of pay at time and one-half (1.5) will be paid to employees called back to work for other than a regular shift. This section shall not apply to extension of time worked beyond a regular shift.

If an employee can reasonably resolve an issue over the phone without the employee returning to work, the Port shall compensate the employee for a minimum of one (1) hour overtime for the event.

### **13.O SHIFT BIDDING**

Airport Duty Managers shall bid on assignments to Field and administrative positions and shifts on a classification seniority basis, once annually, subject to reassignment during the year by management based upon staffing need. Management will exercise good faith in the administration of this section.

The Port reserves its right to structure and/or restructure supervisory shifts, positions, schedules and assignments, based upon reasonable operational needs as determined by the Port, during the course of each year. For all structuring and/or restructuring described above, management reserves the right to reassign based on operational needs, but will make a good faith effort to do the following:

1. First ask for volunteers for reassignment based on the seniority list.
2. If no one volunteers for the reassignment, the least senior person on the seniority list shall be reassigned.



For other classifications, classification seniority shall apply to shift bidding for employees performing shift work or 24-hour Port operations work.

### **13.P SHIFTS EXCEEDING 16 HOURS**

An Airport Operations Supervisor who works more than sixteen (16) consecutive hours but not more than twenty (20) consecutive hours will be paid for twenty (20) hours of work at the appropriate rate(s). An employee who works more than twenty (20) consecutive hours but not more than twenty-four (24) consecutive hours will be paid for twenty-four (24) hours of work at the appropriate rate(s).

Any other represented employee who works twenty-four (24) consecutive hours and is scheduled to work the next succeeding eight (8) hour shift shall be given a paid leave of absence for that shift.

### **13.Q ALTERNATIVE WORK HOURS**

Employees in the following classifications: Electrical Mechanical Inspector, Port Construction Administration, Principal Engineering Assistant may elect to work a flex-time schedule according to HR Policy AP 419.

### **13.R SHIFT TRADE/EXCHANGE**

Subject to the department manager's (or designee) prior approval, employees may trade/exchange shifts with employees in the same classification. Written request for shift trades/exchanges shall be submitted no less than 48 hours before the proposed shift trade is scheduled to occur. Shift trades must be completed within the same pay period. A regular shift (8 hours) as a result of a voluntary shift trade shall not be paid as overtime. Holiday overtime shall only be paid to the employee actually working on a holiday.

### **13.S PARKING AT 530 WATER STREET**

At the first of the month following approval of this Agreement by the Board of Port Commissioners, the Port shall cover the cost of parking at the Washington Street parking garage for employees who report at Port offices on 530 Water Street.

## **14 HOLIDAYS**

### **14.A DESIGNATED HOLIDAYS**

The following days of each year are designated as holidays:

- January 1st, in celebration of New Year's Day
- 3rd Monday in January, in celebration of Martin Luther King's Birthday
- February 12th, in celebration of Lincoln's Birthday
- 3rd Monday in February, in celebration of President's Day
- Last Monday in May, in celebration of Memorial Day
- July 4th, in celebration of Independence Day
- First Monday in September, in celebration of Labor Day
- September 9th, in celebration of Admission Day
- November 11th, in celebration of Veterans' Day
- The Thursday in November identified as Thanksgiving Day
- The Friday in November following Thanksgiving Day
- A floating holiday subject to the prior approval of the department head to be taken during the calendar year
- The second half of the work shift on December 24th
- December 25th, in celebration of Christmas Day

- The second half of the work shift on December 31st
- Every day appointed by the President, or Governor for a public fast, Thanksgiving or holiday.
- 

#### **14.B HOLIDAY PAY**

An employee who works on a holiday shall be paid at the overtime rate of time and one-half of the employee's regular hourly rate of pay for that day. In the event an employee works on a recognized holiday, the overtime pay or compensatory time off as elsewhere specified in this Memorandum of Understanding is in addition to the pay which the employee would otherwise receive for said holiday.

#### **14.C HOLIDAYS ON REGULAR DAY OFF**

For employees with a regular work schedule of Monday through Friday, if the holiday falls on a Saturday, the employee will earn a regular day of compensatory time at the regular hourly rate of pay. If the holiday falls on a Sunday, the employee will have the following Monday scheduled as a day off with pay, at the regular hourly rate of pay.

For employees who do not have a regular work schedule of Monday through Friday, if the holiday falls on the employee's day off, the employee will earn a regular day of compensatory time at the regular hourly rate of pay.

### **15 VACATION**

#### **15.A VACATION ACCRUAL**

An employee shall accrue vacation leave from the date of his/her appointment by the Port on a monthly basis at the rates enumerated below. For the purpose of determining the amount of vacation entitlement, an employment year is defined as the period of one (1) year from the anniversary date of such appointment by the Port:

1. Two (2) weeks (10 days) per year through the first four (4) employment years.
2. Three (3) weeks (15 days) per year beginning the fifth (5th) employment year and through the twelfth (12th) year; provided, however, that during the tenth (10th) full employment year an employee, on his/her anniversary date, shall accrue one (1) additional day as vacation for that year only.
3. Eighteen (18) days per year beginning the thirteenth (13th) employment year and through the nineteenth 19th year; provided, however, that during the fifteenth (15th) full employment year an employee, on his or her anniversary date, shall accrue one (1) additional day as vacation for that year only.
4. Four (4) weeks (20 days) per year beginning the twentieth (20th) employment year and through the twenty-fifth (25th) year; provided, however, that during the twentieth (20th) and twenty-fifth (25th) full employment years an employee, on his or her anniversary date, shall accrue one (1) additional day as vacation for those years only.
5. Five (5) weeks (25 days) per year beginning the twenty-sixth (26th) employment year and each year thereafter. For the purpose of computing the rate of accrual of vacation leave, a break in service of less than two (2) years shall have no effect. A break in service in excess of two (2) years shall mean that the employee so reemployed, for purposes of computing vacation leave, be treated as a new employee.

For the purpose of computing length of service in determining eligibility for vacation at the higher accrual rate, time spent on paid military leave as provided by the State of California Military and Veterans Code shall be counted as time spent in the service of the Port and City.

#### **15.B VACATION DEFERRAL**

Unused vacation leave may be deferred from year to year, only to the extent of one year's accrual, or paid off in January, except as otherwise approved by the department head, whose decision may be appealed to the Division Director.

Employees may elect to contribute their unused vacation leave payout, in part or in whole, into their individual deferred compensation account. Such deferrals are subject to current statutory contribution limits, IRS Code Section 457, and/or plan document requirements.

#### **15.C ILLNESS DURING VACATION**

In the event an employee is ill during a vacation, such time shall be charged to sick leave at the employee's request upon satisfactory verification of the serious illness claimed.

#### **15.D PAYDAY DURING VACATION**

If a pay day falls within an employee's approved vacation schedule, the employee shall be entitled to receive his/her paycheck prior to the start of the vacation period, providing that the request is received by the Port's payroll unit no less than ten (10) working days before the start of the vacation period, and the vacation period is no less than ten (10) working days.

#### **15.E HOLIDAY DURING VACATION**

In the event a holiday occurs during the period of authorized vacation leave, the work day which is the holiday shall be charged as a holiday and not as a day of vacation.

### **16 LEAVES OF ABSENCE**

#### **16.A SICK LEAVE**

##### **16.A.1 Entitlement.**

Sick leave shall be accrued by an employee at the rate of one full working day per month of service to the Port. Sick Leave shall not be credited until the completion of the first three (3) months of service. Sick leave with pay which is not used shall be accumulated to the maximum of one hundred and fifty (150) days.

All full time employees in this unit whose work schedules are forty (40) hours per week and/or thirty six (36) hours per week, shall accrue sick leave at the rate of eight (8) sixteen. All full time employees in this unit whose work schedules are thirty seven and one-half (37.5) hours per week shall accrue sick leave at the rate of seven and one-half (7.5) hours per month.

##### **16.A.2 Family Illness.**

Each employee who is otherwise eligible to take sick leave may, in the event of illness in his/her immediate family, take a maximum of ten (10) working days' accumulated sick leave in any calendar year. Such family sick leave shall be charged against an employee's accumulated sick leave credits. Immediate family shall be defined as provided in Section 16.A.6, entitled "Definition of Immediate Family".

### **16.A.3 Sick Leave Buy-Back.**

If an employee with not less than ten (10) years of total City and Port employment terminates or is terminated for any reason, he or she shall be paid a lump sum on the basis of thirty three and one-third percent (33-1/3%) of accumulated sick leave credit, in accordance with the procedures set forth in Section 8.02(d) of the Personnel Rules and Procedures of the Port of Oakland. Upon the employee's written request, the lump sum amount may be deposited into the employee's deferred compensation account, subject to applicable IRS limits and if it is permissible by the deferred compensation plan document.

### **16.A.4 Attendance Incentives.**

1. For employees working more than half-time, if you have accumulated at least sixty (60) days of sick leave on July 1st of the fiscal year, you may prior to August 1st of the following fiscal year exercise one of the following options for sick leave earned, but not used during the fiscal year:
  - Accumulate sick leave credits to the 150-day maximum.
  - Convert sick leave earned over the basic requirement of sixty (60) days to vacation days, at the ratio of three (3) sick leave days to one (1) day of vacation, with a maximum of four (4) days vacation from converted sick leave.
  - Convert sick leave earned over the basic requirement of sixty (60) days to cash at the ratio of three (3) sick leave days to one (1) day of pay with a maximum of four (4) days earned from converted sick leave.
  - A combination of the above.
2. If an employee's sick leave balance has increased by the number of days detailed below, between July 1st and June 30th of one fiscal year, the employee will receive the bonus amounts detailed below.

<u>Days</u>	<u>Bonus Amount</u>
7 – 9	\$ 50 or,
10	\$150 or,
11 – 12	\$200

### **16.A.5 Medical/Dental Appointments.**

Medical and dental appointments taking no more than two (2) hours of work time, including time for transportation to and from the appointment site, will be excused with no charge to sick leave under the following conditions. Port supervisors must be notified of all such medical and dental appointments at least twenty-four (24) hours in advance. The employee must be able to verify attendance at such appointments by providing the supervisor with a written licensed medical professional's notice on the next scheduled work day after the appointment. Employees who have difficulty obtaining an appointment verification may contact Human Resources to discuss and submit alternative verification document.

If appointments extend beyond two (2) hours, the entire time off will be charged to the employee's sick leave.

Such medical and dental appointments may not be combined, and may not be combined with any other kinds of leave. Such medical and dental appointments should be scheduled so as to minimize

impact on work hours. Appointments in excess of this limitation shall be charged to the employee's appropriate leave balance.

In emergency medical/dental situations, where twenty-four (24) hour notice is not possible, the employee shall utilize his/her regular sick leave, if available, and this provision shall not be applicable.

#### **16.A.6 Definition of Immediate Family.**

For purposes of this section and the section on "Family Illness," the immediate family shall be defined as mother, father, husband, wife, domestic partner, son, daughter, brother, sister, grandfather, grandmother, father-in-law and mother-in-law. A domestic partner shall be deemed a member of an employee's immediate family only for the limited purposes of granting the employee to whom the term applies time off from work and for no other purposes, as specifically set forth in Section 16.A.7 of this MOU. Immediate family as used herein, includes the "step" relationships of the above-described family members, respectively (step-mother, step-father, step-son, etc.), except with respect to domestic partnerships.

#### **16.A.7 Domestic Partners.**

A domestic partnership is defined as a relationship between two co-habiting, unmarried and unrelated persons over 18 years of age who share common living expenses, and who have resided together for at least six (6) months prior to the filing of a Declaration of Domestic Partnership form (Attachment "1") with the Port. An employee's domestic partner shall be deemed a member of the employee's immediate family for the sole purpose of granting the employee time off from work under the provisions of (Section 16.A.2), Maternity Leave (Section 16.C), Parental Leave (Section 16.D) and Family Death Leave (Section 16.G) to the same extent such rights are afforded employees with spouses. The entitlement of the employee to time off from work set forth hereinabove shall terminate with the termination of the co-habitational relationship of the two persons named on a Declaration of Domestic Partnership filed with the Port or upon the filing of a Termination Statement (Attachment "2") signed by either partner and filed with the Port, whichever occurs first. Any employee whose co-habitational relationship with a person identified on a Declaration of Domestic Partnership filed with the Port has ceased shall file a Termination Statement within five (5) working days from the date of such termination.

### **16.B PERSONAL LEAVE**

Up to four (4) days of accumulated sick leave per year may be used by employees in this unit for personal business. These four (4) days are not accumulative, and if not used, will be counted as sick leave in which case they will be carried from year to year. Personal business is defined as necessary transactions that might affect an employee's economic well-being or personal welfare if not attended to during scheduled working hours. Use of personal leave is subject to the approval of the department head.

The Port shall not request unreasonable verification of such personal leave requests and shall not breach the confidentiality of the employee who requests such leave.

### **16.C MATERNITY LEAVE**

An employee granted maternity leave shall be returned to her same classification in the department, work location and shift most nearly approximating her former placement as determined by the Port, based on the needs of the public service, with no loss of seniority or accrued benefits, as required by Article 16.J. Leave Benefits under FMLA. earned prior to the beginning of such leave and remaining on the books at the time the employee returns to work. An employee who experiences temporary complications or disabilities arising out of pregnancy may use accrued sick leave for such complications or disabilities; during such paid leave of absence seniority would continue to accrue.

It is understood that seniority and other benefits will not continue to accrue while an employee is off work on an unprotected unpaid leave in excess of thirty days.

The Port agrees to provide medical benefits for up to six (6) months for employees eligible for FMLA or on unpaid maternity leave, at the regular rate of contribution as outlined in the "Medical Plans" section of this Memorandum of Understanding.

The Port agrees to provide medical benefits for up to three (3) months for employees not eligible for FMLA or on unpaid maternity leave, at the regular rate of contribution as outlined in the "Medical Plans" section of this Memorandum of Understanding.

#### **16.D PARENTAL LEAVE**

An employee not otherwise eligible for maternity leave will be eligible for parental leave without pay for up to six (6) months following the birth or legal adoption of his/her child in accordance with the procedures applicable to leaves of absence without pay set forth in this Memorandum of Understanding.

#### **16.E JURY DUTY LEAVE**

Leave of absence with pay may be granted to an employee for jury duty from which the employee cannot be excused. This section shall also apply to subpoenas sought by a U.S. Attorney or the State Attorney General's office and issued by federal or state courts and in cases involving felonies or to appear as a witness before the Grand Jury. The Port will maintain the employee's regular pay, provided that the employee shall be required to turn over to the Port fees which he/she receives as payment for such jury duty except for allowances (such as for transportation or meals) which shall be retained by the employee.

#### **16.F MILITARY LEAVE**

Military leave of absence with pay shall be granted to employees in accordance with State and Federal law to the present maximum of thirty (30) calendar days in a fiscal year.

#### **16.G FAMILY DEATH LEAVE**

##### **16.G.1 Special Cases.**

In special or unusual cases the department head, with the approval of the Executive Director, may grant a family death leave to allow an employee to attend funeral or memorial services of someone other than those included within the definition of the immediate family under the provisions of this MOU. It is the intent of this provision to cover the kind of situation in which someone other than immediate kin has raised the employee, or due to unusual circumstances has a very close relationship with the employee. When such special case consideration is granted, the Union will be notified in writing.

##### **16.G.2 Eligibility Approval.**

Upon approval of the department head, or his/her designated representative, an employee may be granted family death leave with pay not to exceed five (5) working days. Such leave shall not be charged against vacation or sick leave to which an employee may be entitled but shall be in addition thereto. In order to be eligible for family death leave, an employee must have worked for the Port/City for a period of six (6) consecutive months. An employee may be requested to furnish satisfactory verification for his/her use of family death leave. Such leave shall be at the employee's regular rate of pay.

##### **16.G.3 Exceptional Hardship.**

In cases of exceptional hardship, the Port will consider granting an additional day of family death leave with pay and further days without pay. In such cases, the employee must receive written approval

from his/her department head or the department head's designated representative prior to the employee's departure on such leave.

#### **16.H RATE OF PAY DURING PAID LEAVE**

Employees shall not receive premium pay during any period of paid leave.

#### **16.I ON-THE-JOB INJURY LEAVE**

##### **16.I.1 On-the-Job Injury Leave.**

In the event an employee is injured in the performance of his/her duties, he/she will be entitled to receive full pay for the period beginning the first day of his/her absence due to his/her initial injury, up to a number of consecutive working days equal to three times his/her accumulated sick leave at the time of the injury, without any charge against his/her accumulated sick leave. This benefit will be in conjunction with the usual workers' compensation benefits and not in addition to the amounts of disability pay to which the employee is entitled under workers' compensation.

Any such employee who has less than three years of regular service with the Port and is injured in the performance of his/her duties shall be entitled to receive full pay for the period beginning the first day of his/her absence due to his/her initial injury, up to sixty consecutive working days, or three times his/her accumulated sick leave at the time of the injury, whichever is greater, without any charge against his/her accumulated leave.

If a claim for such benefits is determined to be fraudulent, all compensation paid for that claim will be returned to the Port either through deducting such employee's leave balance, or a cash payback. Further, the employee will be subject to disciplinary action including job forfeiture.

##### **16.I.2 Health Insurance Contributions.**

The Port shall continue to provide the medical, vision and dental insurance benefits as set forth in Section 17.A.1, 17.B., and 17.C., respectively, for an employee on Port paid on-the-job injury leave.

##### **16.I.3 Return to Work.**

An employee who was off work as a result of an on-the-job injury may be able to return to work on light duty, with the approval of the treating physician, Port's Workers' Compensation Medical Advisor and the respective department manager. Assignment to light duty shall be temporary, and shall not exceed six (6) scheduled work weeks unless mutually agreed to by both parties. Pay during the light duty assignments shall be commensurate with the rate of base pay of the employee prior to his/her on-the-job injury.

#### **16.J LEAVE BENEFITS UNDER FMLA**

The leave benefits required to be provided under the Family and Medical Leave Act of 1993 and the California Family Rights Act, as amended, shall be provided in conjunction with leave benefits described in this MOU, not in addition to such benefits except to the extent that these Acts require the provision of leave benefits that exceed the leave benefits otherwise provided for in this MOU. Attached hereto as Attachment "3" is a summary of the pertinent provisions of the Family and Medical Leave Act of 1993.

### **17 INSURANCE BENEFITS**

#### **17.A HEALTH PLANS**



#### **17.A.1 Medical Plans.**

- a) The Port shall contribute an amount up to the premium cost for health plan coverage for each eligible full-time and part-time employee and such enrolled employee's eligible dependents in any of the health plans provided under PERS not to exceed one hundred percent (100%) of the monthly premium costs at the family rate provided by Kaiser Foundation Health Plan, Inc. for the Northern California Region, at the rates available through the Public Employees' Retirement System.
- b) If an employee chooses to participate in a P.E.R.S. health plan which is more expensive than the P.E.R.S. Kaiser Northern California health plan, the excess cost shall be paid by the employee. These contributions shall be adjusted during the term described above to reflect the changes, if any, in the PERS premium.
- c) Employees shall have the right to inform the Port of an increase in their dependents at any time and have the amount contributed be adjusted accordingly, in accordance with PERS or the insurance carrier's rules. Employees shall be required to inform the Port of any reduction in dependents and a corresponding reduction in premium amounts contributed by the Port shall be made.
- d) Said monthly payments shall be for medical premium coverage only and any amount in excess of the actual cost of medical premium coverage shall not be refunded to the employee.

#### **17.A.2 Retiree Medical Benefits.**

- a) The Port shall contribute an amount up to the premium cost for health plan coverage for each eligible Port retiree and such enrolled Port retiree's eligible dependents in any of the health plans provided under PERS to which the Port retiree is eligible to participate not to exceed one hundred percent (100%) of the monthly premium costs at the family rate provided by Kaiser Foundation Health Plan, Inc. for the Northern California Region, at the rates available through the Public Employees' Retirement System.
- b) If an eligible Port retiree chooses to participate in a PERS health plan which is more expensive than the PERS Kaiser Northern California health plan, the excess cost shall be paid by the retiree. These contributions shall be adjusted during the term described above to reflect the changes, if any, in the PERS premiums.
- c) Retirees shall have the right to inform the Port of an increase in their dependents at any time and have the amount contributed be adjusted accordingly, in accordance with PERS or the insurance carrier's rules. Port retirees shall be required to inform the Port of any reduction in dependents and a corresponding reduction in premium amounts contributed by the Port shall be made.
- d) Said monthly payments shall be for medical premium coverage only and any amount in excess of the actual cost of medical premium coverage shall not be refunded to the Port retiree.
- e) The payments for Port retirees, set forth in subsection "a" above shall be made monthly from the date of retirement until the retiree ceases to participate in the PERS medical program.
- f) The payments described above in subsection "a" shall be made for eligible Port retirees and their eligible dependents in accordance with the provisions of the Public Employees Retirement Law of the State of California.



- g) These provisions shall take effect within 60 days after ratification of the MOU, or upon implementation by PERS, whichever is earlier.
- h) These provisions constitute the entire and sole agreement of the parties with respect to retiree medical benefits and all prior agreements of the parties are superseded by the terms of this MOU.

With respect to employees first hired by the Port on or after the first of the month after acceptance from CalPERS (herein referred to as "Retirees"), the Port shall pay a percentage of employer contributions for retiree medical coverage for a Retiree and his or her eligible dependents based on the provisions of Section 22893 of the California Government Code. Under these rules, a Retiree must have at least 10 years of credited service with a CalPERS agency, at least five of which are with the City/Port. Except otherwise required by Section 22893(b) of the California Government Code (providing for 100% of employer contributions for a Retiree who retired for disability or retired for service with 20 or more years of service credit), if the Retiree meets such requirements, the Port will pay a percentage of employer contributions for the Retiree based on the following:

Years of Credited Service (at least 5 of which are at the City/Port)	Percentage of Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

The Employer contribution will be adjusted by the Port each year but will not be less than the amount required by California Government Code Section 22892(b) plus Administrative fees and Contingency Reserve Fund Assessments.

Each person receiving this medical benefit must notify the Port within thirty (30) days of the retiree and/or eligible dependent becoming eligible for Medicare. Additionally, any such retiree and/or eligible dependent who becomes eligible for Medicare must enroll in Medicare as required by CalPERS.

With respect to employees who were hired by the Port on or after the first of the month after acceptance from CalPERS (other than (1) any former Port employee on a reinstatement list as January 1, 2013 pursuant to section 9.01 of the Personnel Rules and Procedures of the Port who is hired prior to January 1, 2013 and is reinstated to employment with the Port three (3) years from the date of layoff or (2) an employee who was employed by the Port before January 1, 2013 and who is reemployed into the same classification by the Port prior to the second anniversary of his or her separation from employment with the Port, in accordance with Section 5.01 of the Personnel Rules and Procedures of the Port), upon the employee's retirement or other separation from service, beginning January 1, 2013 such retired or terminated employee shall not be entitled to dental, vision or the employee assistance program benefits upon ceasing to be an eligible employee of the Port except to the extent required under the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

In the event legislation is passed, which requires PERS to establish an optional 15 year schedule, the Port agrees to modify the schedule of employer contributions set forth above to incorporate the fifteen year contribution schedule: specifically, employer contributions would be 50% at 10 years, 60% at 11 years, 70% at 12 years, 80% at 13 years, 90% at 14 years, and 100% at 15 years.

#### **17.B VISION CARE**

The Port agrees to contribute an amount equal to one hundred percent (100%) of the premium cost of employee and dependent coverage in an established Port vision care plan with a ten dollar (\$10.00) deductible.

#### **17.C DENTAL PLAN**

Employees under this Memorandum of Understanding shall be entitled to the same dental and orthodontia coverage as currently provided by the Port for employees represented by Service Employees International Union, Local 1021. Prior to any Port-imposed reduction in the level of coverage provided by the current plan, the Port shall meet and confer with the Union regarding said reduction. Should this plan change due to unforeseeable events (such as, but not limited to, a carrier imposed reduction in the level of coverage during the term of this agreement), the Port shall meet and discuss the changes with the Union within ten working days.

#### **17.D RETIREE DENTAL AND VISION CARE**

Resolution No. 01271 – Resolved that the Board of Port Commissioners hereby approves and provides for retirees and their dependents with dental and vision care benefits equal to the benefits provided to active employees and as more fully described in Agenda Sheet Item No. 31 dated July 10, 2001.

#### **17.E LIFE INSURANCE**

The Port shall provide life insurance coverage for each eligible represented employee in an amount equal to one (1) times the employee's annual salary, including an accidental death and dismemberment benefit of equivalent amount. The Port further agrees to provide optional death and dismemberment coverage and supplemental life insurance coverage at the employee's cost, payable as a deduction from the employee's compensation, at rates established by the Port's insurance carrier. For purposes of information only, the Port and Union acknowledge that current (monthly) rates for supplemental life insurance and optional AD&D are as follows:

##### Optional AD&D

\$0.02/\$1,000

##### Supplemental (Term) Life

Age	Rate/\$1,000
<20	\$0.10
20-29	\$0.13
30-39	\$0.19
40-49	\$0.32
50-59	\$0.82
60-69	\$1.24
70-79	\$4.46

#### **17.F STATE DISABILITY INSURANCE**

The Port shall pay the cost of State Disability Insurance (SDI) coverage on behalf of each represented employee.

#### **17.G HEALTH BENEFITS LIMITATIONS DURING LEAVE WITHOUT PAY**

The Port shall pay its share of health benefit premiums to cover until the end of the subsequent month following the first day of leave without pay.

The Port will permit employees to continue health benefits while on leave. Arrangements must be made with the benefits/payroll section of the Personnel Department to continue such coverage. The insurer will not automatically reinstate coverage upon the employee's return to work unless the employee has paid for coverage while on leave. When the employee does not pay for such coverage while on leave, he/she must wait for the applicable re-entry period to reinstate coverage.

#### **17.H DEFENSE AND INDEMNIFICATION**

In accordance with the requirements of the California Tort Claims Act, beginning at Government Code Section 995, the Port will defend and indemnify represented employees or former employees if they are sued for acts or omissions occurring within the scope of their employment with the Port save and except where applicable law excuses the Port's obligation to defend (e.g. fraud, malice, etc.).

#### **17.I LONG TERM DISABILITY INSURANCE**

The Port will provide a Long Term Disability policy which will provide coverage on the following basis: waiting period - 90 days or until sick leave is exhausted, whichever is longer; replace sixty percent (60%) of income unless funds are available for integration and then replace up to seventy percent (70%) of income.

#### **17.J PERMANENT EMPLOYEES ON TEMPORARY ASSIGNMENT (PETA) PROGRAM**

##### **a) Introduction.**

The Port and the Union agree to the establishment of the "Permanent Employees on Temporary Assignment ("PETA") Program", described below, to accommodate employees whose driver's licenses have been suspended, revoked or the employee has otherwise been restricted from driving for conduct occurring off the job. This program shall apply only to those classifications that require a driver's license in order to perform the job.

Institution of this program will eliminate any existing procedure currently being utilized for the purpose of dealing with represented employees with suspended licenses. This program will not affect those employees who are presently participating in another license suspension procedure in the Port.

##### **b) Program Criteria.**

1. Any Employee who fails to notify the Port of any (DMV) driving status change or restriction affecting the employee's driving privileges by the next reporting day may be subject to discipline up to and including termination.
2. An employee will be eligible to participate in the PETA program where the employee's license has been suspended, revoked or the employee has been restricted from driving for more than 30 days, up to a maximum of one year. An employee will be allowed to participate in this program no more than once every five years.
3. Employees in classifications that require drivers licenses to perform the duties of their classifications whose licenses have been suspended for 30 days or less, may be granted vacation, personal or compensatory leave or leave without pay upon request and subject to the approval of the employee's Department Manager.

4. Employees participating in this program will be recommended for a leave of absence to the Board of Port Commissioners from their regular position with the Port to accept assignment to the Youth Aide BB exempt classification as a "Permanent Employee on Temporary Assignment" at the corresponding rate of pay of the classification.
5. Assignment of a PETA participant to a position within the Port shall be based upon the needs of the Port which may result in placement of the employee in a department or division other than that in which the employee was previously assigned in his/her permanent classification.
6. Upon receipt of notice that an employee's license has been reinstated without restrictions that would prohibit the employee from operating Port vehicles during the course of work, Port management shall recommend to the Board of Port Commissioners that the employee be reappointed to the permanent classification and pay rate from which the employee was granted a leave of absence to participate in the PETA Program.
7. If the employee's license is not reinstated after one year in the Youth Aide BB classification, Port management shall recommend to the Board of Port Commissioners that the employee be terminated from his/her employment with the Port.

**c) Inapplicability under Americans with Disabilities Act.**

The provisions of this section shall not apply to persons with a disability as defined under the Americans with Disabilities Act of 1990 whose loss or restriction of driving privileges results from any such disability.

**17.K ALTERNATE MEDICAL COVERAGE; CASH IN LIEU**

If a worker has medical coverage from a family member, he/she may withdraw from the Port medical program during the regular open enrollment period and receive fifty percent (50%) of the Kaiser North premium at the appropriate single, double or family rate, in cash from the Port on a monthly basis upon the Port having received proof of alternate coverage. Cash in lieu payments shall commence with the start of the benefit year, currently January 1, 1999. Members opting to re-enroll in the Port medical program at a later date may do so during any open enrollment period, with no other restrictions or requirements.

**18 RETIREMENT**

**18.A EMPLOYER CONTRIBUTION**

The Port shall contribute as the employer contribution, on behalf of an employee who is a member of the Public Employee's Retirement System, (P.E.R.S.), the designated percent of the regular salary for retirement purposes of such employee, as determined with applicable State law.

The Port shall provide dental and vision care benefits for retirees and their dependents equal to the benefits provided to active employees, except for employees hired on or after January 1, 2013.

**18.B EMPLOYEE CONTRIBUTION**

Each unit employee designated by CalPERS as a "classic member" shall pay the full member contribution to PERS equal to eight percent (8%) of the compensation paid the member for service rendered, with state and federal income tax on the PERS members' contribution deferred to the extent permitted by the IRS.

Each unit employee designated by CalPERS as a “new member” as defined by the Public Employee Pension Reform Act (PEPRA) will pay one-half of the normal cost as calculated by CalPERS in accordance with applicable state law.

#### **18.C CURRENT P.E.R.S. BENEFITS**

The Port will provide current benefits in accordance with the requirements of P.E.R.S.

#### **18.D AB616 RETIREMENT ENHANCEMENT**

If the City of Oakland grants a retirement enhancement program during the term of this Memorandum of Understanding, consistent with the provisions of Assembly Bill 616, which is applicable to employees covered under the terms of this MOU, the Port will extend the same enhancement benefits to said employees.

#### **18.E PENSION STUDY**

For the duration of this successor Memorandum of Understanding, the Port and the Union agree to mutually meet and discuss the issue of pension costs, with the goal of exploring methods and solutions to mitigate the effects of rising costs of pension. The parties may seek experts and consultants to provide recommendations on a mutually-agreeable basis.

### **19 MISCELLANEOUS AND DURATION**

#### **19.A SEPARABILITY AND REVISIONS OF SEVERED POSITIONS**

In the event any portion of this Memorandum of Understanding is declared null and void by superseding federal or state law, the balance of this Memorandum shall continue in full force and effect, and the parties shall immediately commence negotiations to ensure that the superseded portions shall be rewritten to conform as nearly as possible to the original intent.

#### **19.B MEMORANDUM IS ENTIRE AGREEMENT**

It is understood and agreed that this Memorandum constitutes the entire agreement between the parties. Any change in wages, hours or terms and conditions of employment beyond those set forth herein are subject to the requirements of meeting and conferring in good faith in accordance with the Meyers-Milias-Brown Act as amended.

#### **19.C TERM OF AGREEMENT**

This Memorandum of Agreement shall become effective January 1, 2018 as adopted in the necessary ordinances and resolutions of the Port of Oakland, and shall remain in effect through and including June 30, 2022.





**CAS**  
HUMAN RESOURCES  
LABOR RELATIONS

NEGOTIATIONS 2017-2018

**IBEW**

### TENTATIVE AGREEMENT

DATE: May 31, 2018 / TIME: 10:59am

1. TERM: January 1, 2018 – June 30, 2022
2. The parties agree to delete the current section 12.F.1 Port Performance Premium as well as any and all references to payment of the Port Performance Premium from the Memorandum of Understanding. In exchange, the Port will make a onetime only, non base building payment of \$1,500 to each bargaining unit member who is employed by the Port during the pay period that includes the date of ratification of the successor Agreement. This payment shall be made within sixty days of ratification of this Agreement

The parties agree to amend Section 13.J.1 Overtime and Compensatory Time:


1. *Whenever an employee is required to work in excess of his/her regular workday or regular workweek, or time worked on a holiday as provided for in this Memorandum of Understanding, he/she shall be compensated for such hours worked at time and one-half (1.5) the regular rate, or at the employee's option, may accrue compensatory time off at the same rate or a maximum of ninety six (96) sixty-four (64) hours, or one hundred forty four (144) one hundred twenty (120) hours including overtime credit provided that such accrual is in accord with the Fair Labor Standards Act (FLSA), if applicable. Compensatory time off shall be taken by an employee at a time mutually agreed upon by the employee and his/her supervisor*
2. All previously signed Tentative Agreements are included in this package proposal. All outstanding proposals to which there is no Tentative Agreement or which are not addressed above are to be withdrawn and or deemed denied.

For the Port of Oakland

For IBEW

  
Joseph E. Wiley  
Chief Negotiator

5-31-18  
Date

  
Al Fortier  
Business Representative

5/31/18  
Date





**PORT OF OAKLAND**

**CAS**

HUMAN RESOURCES  
LABOR RELATIONS

NEGOTIATIONS 2017-2018

**IBEW, 1245**

**TENTATIVE AGREEMENT**

**DATE:** January 11, 2018

**TIME:**

**ARTICLE 18.E (NEW) PENSION STUDY**

For the duration of this successor Memorandum of Understanding, the Port and the Union agree to mutually meet and discuss the issue of pension costs, with the goal of exploring methods and solutions to mitigate the effects of rising costs of pension. The parties may seek experts and consultants to provide recommendations on a mutually-agreeable basis.

**For the Port**

**For IBEW, Local 1245**

  
Joseph E. Wiley  
Chief Negotiator

1-11-18  
Date

  
Al Fortier  
Chief Negotiator

1/11/18  
Date



**PORT OF OAKLAND**

**CAS**

HUMAN RESOURCES  
LABOR RELATIONS

NEGOTIATIONS 2017-2018

**IBEW, 1245**

**TENTATIVE AGREEMENT**

**DATE:** May 23, 2018

**TIME:**

**SIDE LETTER CONCERNING ON-CALL FOR OPERATIONAL WORK UNITS**

The Port and the Union agree to discuss the operational necessity and compensation for an On-Call provision on a work unit by work unit basis in the Joint Labor Management Committee for the Supervisor/Foreman classifications.

**For the Port**

  
Joseph E. Wiley  
Chief Negotiator

5-23-18  
Date

**For IBEW, Local 1245**

  
Al Fortier  
Chief Negotiator

5/23/18  
Date



**PORT OF OAKLAND**

**CAS**

HUMAN RESOURCES  
LABOR RELATIONS

NEGOTIATIONS 2017-2018

**IBEW, 1245**

**TENTATIVE AGREEMENT**

**DATE:** May 23, 2018

**TIME:**

**SIDE LETTER CONCERNING MERIT PAY**

The Port of Oakland ("Port") and IBEW, Local 1245 ("IBEW") (hereinafter collectively referred to as "the Parties" or "Parties") agree that within 120 days of concluding the respective Parties' labor negotiations for their successor memoranda of understanding, the Parties, along with IFPTE, Local 21 ("IFPTE") and the Western Council of Engineers ("WCE"), will convene to continue meet and confer over revisions to its Merit Pay Program.

The Port agrees to provide CalPERS an opportunity to review any proposed revisions to its Merit Pay Program before they are approved by the Port's Board of Port Commissioners and/or by the Port's Unions.

In the event that the Parties negotiate merit-pay language that satisfies CalPERS in making the Merit Pay Program statutorily pensionable compensation, the Parties shall request that CalPERS view the months of merit-pay allocated between January 1, 2018 and the date of the CalPERS approved merit-pay language as pensionable compensation.

**For the Port**

**For IBEW, Local 1245**

 5-23-18  
Joseph E. Wiley Date  
Chief Negotiator

 5/23/18  
Al Fortier Date  
Chief Negotiator



**PORT OF OAKLAND**

**CAS**

HUMAN RESOURCES  
LABOR RELATIONS

NEGOTIATIONS 2017-2018

**IBEW, 1245**

**TENTATIVE AGREEMENT**

DATE: March 12, 2018

TIME:

In recognition of the increased levels of job duties over time, for the Terminal Services Supervisor classification, the Port agrees to a 5.0 % increase in wages as an equity adjustment, effective upon ratification of the successor MOU.

**For the Port**

**For IBEW, Local 1245**

Suzanne I. Price 3/12/18  
Suzanne I. Price Date  
Chief Negotiator

Al Fortier 3/12/18  
Al Fortier Date  
Chief Negotiator

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed  
this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed  
this 28 day of NOVEMBER, 2018.

INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
AFL-CIO, LOCAL 1245  
Meet and Confer Committee

Al Fortier

By:  
Al Fortier  
Business Representative

PORT OF OAKLAND  
Meet and Confer Committee

Joseph E. Wiley

By:  
Joseph E. Wiley  
Chief Negotiator

Michael Mitchell

By:  
Michael Mitchell  
Director of Human Resources

IBEW Negotiations Team:  
Al Fortier, Business Representative  
Dion Bailey  
Eddie Villasenor  
Leonard Castaneda

Port Negotiations Team:  
Christopher Boucher

The above Memorandum of Understanding is hereby ratified and confirmed this 9 day  
of JANUARY, 2018.

INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
AFL-CIO, LOCAL 1245  
Meet and Confer Committee

Tim Daly

By:  
Business Manager

PORT OF OAKLAND  
Meet and Confer Committee

Deborah

By:  
Executive Director

Approved as to form and legality

this 9th day of January, 2018.

Michele Heffes

Danny W. Wan  
Port Attorney

PA #: 2019-9

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.

**3/6/2019**

Lonnie R. Stephenson, Int'l President  
This approval does not make the  
International a party to this agreement

Resolution No.: 18-68

Exhibit A

**CLASSIFICATIONS REPRESENTED BY I.B.E.W.**

Airport Duty Manager (formerly A/P Operations Supervisor Airside)

Aviation Public Works Specialist

Chief of Field Party

Diving Supervisor

Electrical Mechanical Inspector

Equipment Systems Superintendent

Port Construction Administrator

Port Equipment Supervisor

Port Maintenance/Construction Supervisor

Port Maintenance Foreman

Port Utilities Foreman

Principal Engineering Assistant

Senior Equipment Systems Engineer

Senior Fire Prevention Systems Engineer

Terminal Services Supervisor (formerly A/P Landside Services Coordinator)

Utilities Supervisor

## EXHIBIT B – SALARY SCHEDULE

<b>Job Title</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<b>Airport Duty Manager</b> (Formerly Airport Operations Supervisor, Airside) (40 Hrs.)					
Effective 1/1/2018	10552	11084	11637	12219	12830
Effective 1/1/2019	10974	11527	12102	12708	13343
Effective 1/1/2020	11303	11873	12465	13089	13743
Effective 1/1/2021	11642	12229	12839	13482	14155
 <b>Airport Terminal Services Supervisor</b> (Formerly Airport Landside Services Coordinator) (40 Hrs.)					
Effective 1/1/2018	7437	7807	8202	8688	9212
Effective 7/26/18	7809	8197	8612	9122	9673
Effective 1/1/2019	8121	8525	8956	9487	10060
Effective 1/1/2020	8365	8781	9225	9772	10362
Effective 1/1/2021	8616	9044	9502	10065	10673
 <b>Aviation Public Works Specialist (40 Hrs.)</b>					
Effective 1/1/2018	9697	10171	10704	11320	11971
Effective 1/1/2019	10085	10578	11132	11773	12450
Effective 1/1/2020	10388	10895	11466	12126	12824
Effective 1/1/2021	10700	11222	11810	12490	13209
 <b>Chief of Field Party (40 Hrs.)</b>					
Effective 1/1/2018	9940	10452	10972	11603	12272
Effective 1/1/2019	10338	10870	11411	12067	12763
Effective 1/1/2020	10648	11196	11753	12429	13146
Effective 1/1/2021	10967	11532	12106	12802	13540
 <b>Diving Supervisor (40 Hrs.)</b>					
Effective 1/1/2018	9912	10415	10939	11567	12235
Effective 1/1/2019	10308	10832	11377	12030	12724
Effective 1/1/2020	10617	11157	11718	12391	13106
Effective 1/1/2021	10936	11492	12070	12763	13499



<b>Job Title</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<b>Electrical/Mechanical Inspector (40 Hrs.)</b>					
Effective 1/1/2018	9697	10171	10704	11320	11971
Effective 1/1/2019	10085	10578	11132	11773	12450
Effective 1/1/2020	10388	10895	11466	12126	12824
Effective 1/1/2021	10700	11222	11810	12490	13209
<b>Equipment Systems Superintendent (40 Hrs.)</b>					
Effective 1/1/2018	11700	12196	12810	13492	14478
Effective 1/1/2019	12168	12684	13322	14032	15057
Effective 1/1/2020	12533	13065	13722	14453	15509
Effective 1/1/2021	12909	13457	14134	14887	15974
<b>Port Construction Administrator (40 Hrs.)</b>					
Effective 1/1/2018	9861	10357	10884	11513	12171
Effective 1/1/2019	10255	10771	11319	11974	12658
Effective 1/1/2020	10563	11094	11659	12333	13038
Effective 1/1/2021	10880	11427	12009	12703	13429
<b>Port Equipment Supervisor (40 Hrs.)</b>					
Effective 1/1/2018	10533	11060	11613	12312	13050
Effective 1/1/2019	10954	11502	12078	12804	13572
Effective 1/1/2020	11283	11847	12440	13188	13979
Effective 1/1/2021	11621	12202	12813	13584	14398
<b>Port Maintenance/Construction Supervisor (40 Hrs.)</b>					
Effective 1/1/2018	11700	12196	12810	13492	14478
Effective 1/1/2019	12168	12684	13322	14032	15057
Effective 1/1/2020	12533	13065	13722	14453	15509
Effective 1/1/2021	12909	13457	14134	14887	15974



<b>Job Title</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<b>Port Maintenance Foreman (40 Hrs.)</b>					
Effective 1/1/2018	10264	10723	11225	11825	12447
Effective 1/1/2019	10675	11152	11674	12298	12945
Effective 1/1/2020	10995	11487	12024	12667	13333
Effective 1/1/2021	11325	11832	12385	13047	13733
 <b>Port Utilities Foreman (36 Hrs.)</b>					
Effective 1/1/2018	10264	10723	11225	11825	12447
Effective 1/1/2019	10675	11152	11674	12298	12945
Effective 1/1/2020	10995	11487	12024	12667	13333
Effective 1/1/2021	11325	11832	12385	13047	13733
 <b>Principal Engineering Assistant (40 Hrs.)</b>					
Effective 1/1/2018	9697	10171	10704	11320	11971
Effective 1/1/2019	10085	10578	11132	11773	12450
Effective 1/1/2020	10388	10895	11466	12126	12824
Effective 1/1/2021	10700	11222	11810	12490	13209
 <b>Senior Equipment Systems Engineer (40 Hrs.)</b>					
Effective 1/1/2018	10264	10723	11225	11825	12447
Effective 1/1/2019	10675	11152	11674	12298	12945
Effective 1/1/2020	10995	11487	12024	12667	13333
Effective 1/1/2021	11325	11832	12385	13047	13733
 <b>Senior Fire Prevention Systems Engineer (40 Hrs.)</b>					
Effective 1/1/2018	10264	10723	11225	11825	12447
Effective 1/1/2019	10675	11152	11674	12298	12945
Effective 1/1/2020	10995	11487	12024	12667	13333
Effective 1/1/2021	11325	11832	12385	13047	13733

<b>Job Title</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Utilities Supervisor (36 Hrs.)					
Effective 1/1/2018	11700	12196	12810	13492	14478
Effective 1/1/2019	12168	12684	13322	14032	15057
Effective 1/1/2020	12533	13065	13722	14453	15509
Effective 1/1/2021	12909	13457	14134	14887	15974



# State of California Secretary of State

FILE NO: \_\_\_\_\_

## DECLARATION OF DOMESTIC PARTNERSHIP

Please read instructions on reverse side before completing form.

We the undersigned, do declare that we meet the requirements of Family Code section 297, which are as follows:

- Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.
- The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
- Both persons are at least 18 years of age, OR if one or both persons are under 18 years of age, a certified copy of the court order(s) granting permission to the underage person(s) to establish a domestic partnership is attached.
- Both persons are members of the same sex, OR one or both of the persons is over 62 years of age and one or both meet the eligibility criteria under Title II of the Social Security Act as defined in United States Code, title 42, section 402(a) for old-age insurance benefits or Title XVI of the Social Security Act as defined in United States Code, title 42, section 1381 for aged individuals.
- Both persons are capable of consenting to the domestic partnership.
- Both persons consent to the jurisdiction of the Superior Courts of California for the purpose of a proceeding to obtain a judgment of dissolution or nullity of the domestic partnership or for legal separation of partners in the domestic partnership, or for any other proceeding related to the partners' rights and obligations, even if one or both partners ceases to be a resident of, or to maintain a domicile in, this state.

The representations are true and correct, and contain no material omissions of fact to the best of our knowledge and belief. Filing an intentionally and materially false Declaration of Domestic Partnership shall be punishable as a misdemeanor. (Family Code section 298(c).)

PARTNER 1	PARTNER 2
Printed Name (Last) (First) (Middle)	Printed Name (Last) (First) (Middle)
Signature of Partner as Stated Above	Signature of Partner as Stated Above
<u>OPTIONAL</u> Name Changes:	<u>OPTIONAL</u> Name Changes:
New Last Name _____	New Last Name _____
New Middle Name _____	New Middle Name _____
Date of Birth (required for name change) _____	Date of Birth (required for name change) _____

Mailing Address _____	City _____	State _____	Zip _____
-----------------------	------------	-------------	-----------

State of California	<b>NOTARIZATION IS REQUIRED</b>
County of _____	
On _____, before me, _____, Notary Public, personally appeared _____	
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	
WITNESS my hand and official seal.	
Signature of Notary Public _____	[SEAL]

SECSTATE NPISF DP-1 (Rev 01/2012)

Attachment 1



## State of California Secretary of State

### NOTICE OF TERMINATION OF DOMESTIC PARTNERSHIP

(Family Code section 299)

#### Instructions:

1. Complete and send to:  
Secretary of State, P.O. Box 942877  
Sacramento, CA 94277-0001  
(916) 683-3964
2. There is no fee for filing this Notice of Termination of Domestic Partnership.
3. Both registered domestic partners must sign the same Notice of Termination of Domestic Partnership form pursuant to Family Code section 299(a)(1). The signatures can be acknowledged at different times by different notaries public as long as a separate certificate of acknowledgment is attached to the form.

FILE NO: \_\_\_\_\_

(Office Use Only)

#### We, the undersigned, do declare that:

We are terminating our domestic partnership. We have read and understand the brochure prepared by the Secretary of State describing the requirements, nature, and effect of terminating a domestic partnership. We also declare that all of the conditions exist as specified in Family Code section 299(a).

Secretary of State File Number (if known): \_\_\_\_\_

Signature of Partner

Printed Name (Last)

(First)

(Middle)

Signature of Partner

Printed Name (Last)

(First)

(Middle)

#### NOTARIZATION IS REQUIRED

State of California

County of \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_

personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

[PLACE NOTARY SEAL HERE]

RETURN TO (Enter the name and the address of the person to whom a copy of the filed document should be returned.)

NAME

ADDRESS

CITY/STATE/ZIP

December 18, 2008

**LETTER OF UNDERSTANDING (LOU)**  
**Between**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW),**  
**LOCAL 1245 and**  
**THE PORT OF OAKLAND**

**I – Introduction**

This Letter of Understanding (LOU) supersedes the LOU dated April 9, 2008 between the Port of Oakland and the International Brotherhood of Electrical Workers.

The purpose of this Letter of Understanding is to set forth the agreement and understanding reached by and between the Port of Oakland and the International Brotherhood of Electrical Workers (hereinafter referred to as the Union) with respect to the following classifications:

**Port Maintenance Foreman**  
**Port Utilities Foreman**  
**Port Utilities Supervisor**  
**Port Fleet Supervisor** *(Port Equipment Supervisor)*

Pursuant to the Meyers-Milias-Brown Act, Section 4505, a meeting (meet and confer) was held on October 21, 2008 with the following individuals: Ted Mankowski, Harbor Facilities Maintenance Manager, Mike Mantino, Aviation Facilities Maintenance Manager, Dave Cuthbertson, Port Utilities Supervisor, Curtis Wilkins, Port Maintenance and Construction Supervisor, Sam Tamura, Utilities Supervisor, Sheila Lawton, IBEW Business Representative, William Morrison, Port Maintenance and Construction Supervisor, Michael Mitchell, Personnel and Employee Services Supervisor and Deborah Preston, Acting Human Resources Manager. The following is hereby agreed to:

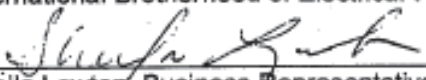
1. Employees in the aforementioned classifications, who at the time of appointment and who currently hold and maintain a valid California Class A or B driver's license, will receive an additional 3% premium pay, to be included in their base pay, but will lose the 3% if their Class A or B Commercial Driver's License (CDL) is suspended or revoked.
2. The Port will pay for the necessary training for Port employees in the above classifications who do not currently hold a Class A or B license and wish to do so, in order to assist them in obtaining the license.

International Brotherhood of Electrical Workers/Local 1245  
Letter of Understanding  
December 18, 2008  
Page -2-

This Letter of Understanding shall be subject to the approval of IBEW, Local 1245 Representatives and the appropriate Port of Oakland Representatives as outlined below.

The above Letter of Understanding is hereby ratified and confirmed this 22 day of December 18, 2008.

International Brotherhood of Electrical Workers, Local 1245

  
Sheila Lawton, Business Representative

Date

12/22/08

The Port of Oakland

  
Deborah Preston, Acting Human Resources Manager

Date

12/22/08