

**MEMORANDUM OF  
UNDERSTANDING BETWEEN  
LOCAL 21, IFPTE  
AND  
PORT OF OAKLAND**

**JULY 1, 2022 - SEPTEMBER 30, 2025**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
LOCAL 21, IFPTE  
AND  
PORT OF OAKLAND**

**PREAMBLE**

In accordance with provisions of the Meyers-Milius-Brown Act, the Board of Port Commissioners of the City of Oakland, hereinafter referred to as the "Port", has granted formal recognition to the International Federation of Professional and Technical Engineers, Local 21, hereinafter referred to as "Local 21, IFPTE" or "Union", as the majority representative of the following employee organizational units: Units I, K and L.

The representatives of Local 21, IFPTE and the Port 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 21, IFPTE for ratification.

The Port of Oakland acknowledges that IFPTE, Local 21 represents employees in Unit J. The Port and the Union have met and conferred as set forth in Appendix A in the July 1, 2015 – December 31, 2017 MOU and agree to as follows. All employees represented by IFPTE, Local 21 in Unit J are "at will" employees. All articles of the MOU are applicable to Unit J, with the exception of Articles F.1, F.2, F.3, F.4, F.5, F.7, F.8, F.9, G.3, R. Unit J employees may file grievances on articles that the parties agree are applicable to Unit J. To the extent any other article or its subsection conflicts with the "at will" or FLSA exempt status of employees in Unit J, it shall also be inapplicable to employees in Unit J. Termination of Employment for Unit J is set forth in the attached side letter.

The provisions of this Memorandum of Understanding ("MOU") apply to Port employees officially designated to be employees of each of the employee representation units set forth above with salary schedules of the respective classifications of employees set forth in the Exhibit A attached hereto and made a part hereof.

The parties hereto will strive to fulfill the Port's mission, strengthen the morale of Port service; improve communications between employees and management; conserve staff, materials and supplies; improve quality and efficiency of workmanship and services; eliminate waste; promote safe working conditions; and encourage good public relations.

May 2, 2023

*Via E-mail*  
*sjenkins@ifpte21.org*

Sharon Jenkins  
Representative/Organizer  
IFPTE Local 21  
1440 Broadway, Suite 610  
Oakland CA 94612

**Re: Offer to Extend MOU**

Dear Ms. Jenkins:

As you may know, the Port of Oakland (“Port”) and Service Employees International Union, Local 1021 (“SEIU”) recently concluded negotiations over a successor Memorandum of Understanding (“MOU”) with a term of July 1, 2022 through September 30, 2025 as memorialized in a “Joint Recommendation for Settlement” (“Joint Recommendation”).

With the exception of an increase to the meal allowance, the economic elements of the first two years of the Port/SEIU Joint Recommendation (FY 2022-23 and 2023-24) are substantively identical to the agreement your bargaining unit negotiated with the Port in the Spring of 2022. However, the SEIU MOU also includes general wage increases which will become effective in July 1, 2024 and January 1, 2025 pay periods (after the expiration of your MOU). The SEIU MOU will be on the agenda of the Board of Port Commissions for its May 25, 2023 meeting. We will provide you with the staff report for this agenda item as soon as it is posted.

We realize that the current MOU between the Port and your union is a binding agreement with a fixed term and with an “Entire Agreement” provision that forecloses bargaining over changes in matters specifically covered by the MOU during its term (i.e., through June 30, 2024). To be clear, the Port is not proposing to reopen the MOU or to otherwise engage in a “meet and confer” over an extension of the MOU.

However, the Port appreciates the constructive relationship we have long had with Local 21 and our other bargaining units, and in that context we wish to offer your bargaining unit as well as the other two bargaining units the same level of wages and benefits recently agreed with SEIU. Therefore, we simply would propose the following terms as an extension of your current MOU, with no additional changes:

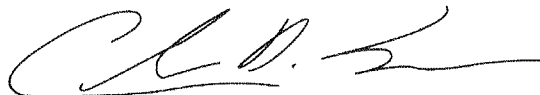
Sharon Jenkins  
May 2, 2023  
Page 2

<b>Local 21 Art. W Term</b>	Extend the duration of the MOU by one year and three months (fifteen months) to September 30, 2025.
<b>Article H Wages and Other Compensation</b>	Add the following General Wage Increases: a. Effective the first day of the pay period containing <b>July 1, 2024</b> , all salaries of represented employees will be increased by <b>two percent (2.0%)</b> .  b. Effective the first day of the pay period containing <b>January 1, 2025</b> , all salaries of represented employees will be increased by <b>two and one-half percent (2.5 %)</b> .
<b>Article H.2 Meal Pay</b>	Effective the first full pay period following Board adoption in FY 2022-23, increase meal allowance to twenty-five dollars (\$25) per meal.

In the interest of simplicity, I have attached a Tentative Agreement incorporating the foregoing terms. If these terms are acceptable, please sign and return the sideletter agreement.

Please let me know if you have any questions.

Sincerely,



Charles Sakai

Encl(s): Tentative Agreement

**Comprehensive Tentative Agreement**  
**2022-25 MOU**

The following represents the Comprehensive Tentative Agreement between the Port of Oakland, and the International Federation Of Professional And Technical Engineers, Local 21 (“Local 21”), concerning an extension of the current (2018-2022) Memorandum of Understanding (“MOU”) for a period of three (3) years and three months through September 30, 2025. This agreement supersedes the prior extension agreed to the parties and adopted by the Board of Port Commissioners on March 24, 2022.

The Parties understand that this Tentative Agreement will not be binding until ratified by Local 21, 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. With the exception of the modifications identified below, the terms of the existing 2018-22 MOU shall remain unchanged.
2. Effective July 1, 2022, the 2018-22 MOU shall be extended, subject to the revisions set forth below.

**3. Duration**

Article W of the MOU is amended to read as follows:

**Article W: Term**

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 September 30, 2025, June 30, 2022.

**4. COLA**

Replace the unnumbered sub-paragraphs of Article H of the MOU with the following:

Cost of Living Adjustments (COLA's):

Effective the first day of the pay period including July 1, 2022, all salaries of represented employees will be increased by five percent (5.0%).

Effective the first day of the pay period including July 1, 2023, all salaries of represented employees will be increased by five percent (5.0%).

Effective the first day of the pay period containing July 1, 2024, all salaries of represented employees will be increased by two percent (2.0%).

Effective the first day of the pay period containing January 1, 2025, all salaries of represented employees will be increased by two and one-half percent (2.5 %).

[No change to MOU Sections H.1 – H.7]

**5. Meal Reimbursement**

Article H.2 of the MOU is amended to read as follows:


**Article H. Wages and Other Compensation**

Sec. H.2 Meal Pay

For represented employees covered under the FLSA, employees working two (2) hours of overtime immediately after his/her regular shift will be provided an allowance for meals ("meal-pay") at the rate of \$18.00 per meal. Effective the first full pay period following Board adoption in FY 2022-23, meal pay shall be increased to twenty-five dollars (\$25) 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

*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 (Jun 15, 2023 15:53 PDT)

Michael Mitchell  
Director of Human Resources

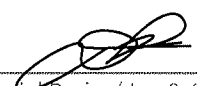
\_\_\_\_\_  
Date

For IFPTE, Local 21:

  
\_\_\_\_\_  
Sharon Jenkins (Jun 9, 2023 11:16 PDT)

Sharon Jenkins

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Daniel Pruijm (Jun 9, 2023 11:34 PDT)

Daniel Pruijm

\_\_\_\_\_  
Date

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

The following represents the Comprehensive Tentative Agreement between the Port of Oakland, and the International Federation Of Professional And Technical Engineers, Local 21 (“Local 21”), 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 Local 21, 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 W of the MOU is amended to read as follows:

**Article W: Term**

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 the unnumbered sub-paragraphs of Article H of the MOU with the following:

Cost of Living Adjustments (COLA's):

Effective the first day of the pay period including July 1, 2022, all salaries of represented employees will be increased by five percent (5.0%)

Effective the first day of the pay period including July 1, 2023, all salaries of represented employees will be increased by five percent (5.0%)

[No change to MOU Sections H.1 – H.7]


Tentative Agreement Between  
Port of Oakland and IFPTE Local 21  
Extending MOU through 6/30/24

**3. “Me Too” Provisions**

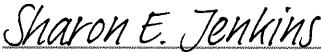
The Parties understand and agree that there is no “me too” provision as part of this Agreement. Moreover, any “Me Too,” “Reciprocity,” or similar provision in an existing MOU shall not apply to any Successor MOU negotiated with another bargaining unit during calendar year 2022 or which has a start date 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 10:31 PST)      Feb 24, 2022  
\_\_\_\_\_  
Michael Mitchell      Date  
Director of Human Resources

For IFPTE, Local 21:

  
\_\_\_\_\_  
Sharon E. Jenkins (Feb 24, 2022 10:27 PST)      Feb 24, 2022  
\_\_\_\_\_  
Sharon Jenkins      Date

  
\_\_\_\_\_  
Daniel Pruim (Feb 24, 2022 13:28 EST)      Feb 24, 2022  
\_\_\_\_\_  
Daniel Pruim      Date



## TABLE OF CONTENTS

PREAMBLE .....	2
ARTICLE A: RECOGNITION .....	8
A.1. Recognition .....	8
A.2. Port - Local 21, IFPTE Relationship .....	8
A.3. New Classifications .....	8
A.4. Disputes over Assignments .....	9
A.5. Notification of Rules .....	9
ARTICLE B: EMPLOYEE RIGHTS .....	9
B.1. Union Rights .....	9
B.2. Obligations to New Employees .....	10
B.3. Number of Stewards .....	10
B.4. Scope of Stewards .....	10
B.5. Union Elections .....	10
B.6. Access to Work Locations .....	11
B.7. Use of Meeting Space .....	11
B.8. Bulletin Boards .....	11
B.9. Personnel File Provisions .....	11
B.10. Positive Entries .....	12
B.11. State of California Workers' Compensation Information .....	12
B.12. Board Agenda and Minutes .....	12
B.13. Information Provided to the Union .....	12
B.14. Rules, Procedures and Policies .....	12
B.15. Malpractice Protection .....	12
ARTICLE C: MANAGEMENT RIGHTS .....	13
C.1. No Strike Clause .....	13
C.2. Management Rights .....	13
C.3. Contracting .....	13
C.3.1. Right to Contract .....	13
C.3.2. Meeting .....	13
ARTICLE D: NON-DISCRIMINATION .....	14
D.1 Discrimination Prohibited .....	14
ARTICLE E: WORK SCHEDULE .....	15

<b>ARTICLE F: SENIORITY .....</b>	<b>15</b>
<b>F.1. Definitions .....</b>	<b>15</b>
F.1.1. Classification Seniority .....	15
F.1.2. Port Date of Seniority .....	15
<b>F.2. Seniority and Leave .....</b>	<b>15</b>
F.2.1. Seniority and Military Leave.....	15
F.2.2. Suspension/Termination of Seniority for Employees who Fail to Return to Work after Military Leave .....	15
F.2.3. Seniority and Other Leave .....	16
<b>F.3. Seniority Lists .....</b>	<b>16</b>
<b>F.4. Desk Audits .....</b>	<b>16</b>
<b>F.5. Length of Probationary Period.....</b>	<b>16</b>
<b>F.6. Veteran's Rights.....</b>	<b>16</b>
<b>F.7. Probation Period upon Promotion .....</b>	<b>16</b>
<b>F.8. Return Rights .....</b>	<b>16</b>
<b>F.9. Reduction in Force.....</b>	<b>17</b>
<b>ARTICLE G: HOURS OF WORK, OVERTIME .....</b>	<b>18</b>
<b>G.1. Acting Pay .....</b>	<b>18</b>
<b>G.2. Extra Duty Pay .....</b>	<b>18</b>
<b>G.3. Compensatory Time Off .....</b>	<b>18</b>
<b>G.4. Compensatory And Vacation Buy Back .....</b>	<b>18</b>
<b>G.5. Management Leave.....</b>	<b>18</b>
<b>ARTICLE H: WAGES AND OTHER COMPENSATION .....</b>	<b>19</b>
<b>H.1. Salary Rate Increases .....</b>	<b>19</b>
H.1.1. Step Increases for Employees Hired Prior to January 1, 2009.....	19
H.1.2. Step Increases for Unit J and K Employees Hired After January 1, 2009.....	21
H.1.3. Step Increases for Units I and L Employees Hired After January 1, 2009 .....	22
<b>H.2. Meal Pay.....</b>	<b>23</b>
<b>H.3. Transportation for Employees Assigned to Inspection Services .....</b>	<b>23</b>
<b>H.4. Mileage Allowance.....</b>	<b>24</b>
<b>H.5. Shift Differential Calculation .....</b>	<b>24</b>
<b>H.6. Deferred Compensation Program.....</b>	<b>24</b>
<b>H.7. Professional Development.....</b>	<b>24</b>
<b>ARTICLE I: HEALTH AND WELFARE .....</b>	<b>25</b>
<b>I.1. Health Plans .....</b>	<b>25</b>

I.1.1.	Medical Plans .....	25
I.1.2.	Retiree Medical Benefits .....	25
I.1.3.	Vision Care .....	26
I.1.4.	Dental Plan .....	26
I.1.5.	Retiree Dental and Vision Care .....	27
I.1.6.	State Disability Insurance .....	27
I.1.7.	Health Benefits Limitations during Leave without Pay .....	27
I.1.8.	Long Term Disability Insurance .....	27
I.1.9.	Alternate Medical Coverage; Cash in Lieu.....	27
I.1.10.	Life Insurance .....	27
I.1.11	New Dental, Vision and Retiree Medical Benefits .....	28
<b>ARTICLE J: RETIREMENT .....</b>		<b>28</b>
J.1.	<b>Employer Contribution.....</b>	<b>28</b>
J.2.	<b>Employee Contribution .....</b>	<b>28</b>
J.3.	<b>Current PERS Benefits.....</b>	<b>29</b>
J.4	<b>Not Eligible to Retire at the Time of Death. ....</b>	<b>29</b>
<b>ARTICLE K: VACATIONS.....</b>		<b>30</b>
K.1.	<b>Entitlement .....</b>	<b>30</b>
K.2.	<b>Right to Take Accrued Leave.....</b>	<b>30</b>
K.3.	<b>Interruption of Leave.....</b>	<b>30</b>
<b>ARTICLE L: HOLIDAYS.....</b>		<b>31</b>
L.1.	<b>Schedule.....</b>	<b>31</b>
L.2.	<b>Paychecks during Vacation.....</b>	<b>31</b>
L.3.	<b>Holiday during Vacation.....</b>	<b>31</b>
<b>ARTICLE M: SICK LEAVE.....</b>		<b>32</b>
M.1.	<b>Sick Leave .....</b>	<b>32</b>
M.1.1.	Entitlement.....	32
M.1.2.	Family Illness .....	32
M.1.3.	Sick Leave Buy-Back .....	32
M.1.4.	Attendance Incentives.....	32
M.1.5.	Medical/Dental Appointments .....	33
M.1.6.	Definition of Immediate Family .....	34
M.1.7.	Domestic Partners.....	34
M.2.	<b>On-the-Job Injury Leave.....</b>	<b>34</b>
M.3.	<b>Return to Work .....</b>	<b>34</b>
<b>ARTICLE N: LEAVES OF ABSENCE.....</b>		<b>35</b>
N.1.	<b>Maternity Leave.....</b>	<b>35</b>
N.2.	<b>Personal Leave .....</b>	<b>35</b>

<b>N.3. Parental Leave</b> .....	<b>35</b>
<b>N.4. Jury Duty Leave</b> .....	<b>35</b>
<b>N.5. Military Leave</b> .....	<b>36</b>
<b>N.6. Family Death Leave</b> .....	<b>36</b>
N.6.1. Special Cases .....	36
N.6.2. Eligibility Approval.....	36
N.6.3. Exceptional Hardship .....	36
<b>N.7. Leave Benefits under FMLA</b> .....	<b>36</b>
<b>ARTICLE O: EDUCATION AND PROFESSIONAL DEVELOPMENT</b> .....	<b>37</b>
<b>O.1. Reimbursement</b> .....	<b>37</b>
<b>O.2. Approval Procedure</b> .....	<b>37</b>
<b>ARTICLE P: MAINTENANCE OF PROFESSIONAL STANDARDS</b> .....	<b>38</b>
<b>P.1. Conferences, Seminars and Meetings</b> .....	<b>38</b>
<b>P.2. Professional Societies and Associations</b> .....	<b>38</b>
<b>P.3. Professional Licenses</b> .....	<b>38</b>
<b>P.4. Professional Memberships</b> .....	<b>38</b>
<b>P.5. Continuing Legal Education</b> .....	<b>39</b>
<b>ARTICLE Q: SAFETY</b> .....	<b>39</b>
<b>Q.1. Promotion and Safety</b> .....	<b>39</b>
Q.1.1. Fresh Air Supply .....	39
Q.1.2. Hard Hat Usage.....	39
Q.1.3. VDT and Word Processing Safety.....	40
Q.1.4. Jackets.....	40
Q.1.5. Safety Shoes .....	40
Q.1.6. Handling of Raw Sewage .....	40
Q.1.7. Safety Committee.....	40
Q.1.8. Safety Laws, Rules and Regulations .....	40
<b>ARTICLE R: DISCIPLINARY ACTIONS</b> .....	<b>41</b>
<b>R.1. Resignation Inquiry</b> .....	<b>41</b>
<b>R.2. Written Rebuttals</b> .....	<b>41</b>
<b>ARTICLE S: GRIEVANCE PROCEDURE AND ARBITRATION</b> .....	<b>42</b>
<b>S.1. Definition</b> .....	<b>42</b>
<b>S.2. Procedure</b> .....	<b>42</b>
<b>S.3. Time Limits</b> .....	<b>43</b>
<b>S.4. Witnesses</b> .....	<b>43</b>
<b>S.5. Consolidation</b> .....	<b>44</b>

S.6. Award Payment Schedule ..... 44

ARTICLE T: LABOR/MANAGEMENT RELATIONS COMMITTEE..... 44

ARTICLE U: SEVERABILITY AND REVISION OF SEVERED PORTIONS..... 44

ARTICLE V: MEMORANDUM IS ENTIRE AGREEMENT ..... 44

ARTICLE W: TERM..... 45

ARTICLE X: PARKING AT 530 WATER STREET ..... 45

SIDE LETTER – UNIT J ..... 50

SIDE LETTER – MERIT PAY ..... 51

SIDE LETTER – PARITY STUDY ..... 52

APPENDIX A (LETTER OF UNDERSTANDING)..... 53

EXHIBIT A – LOCAL 21 SALARY SCHEDULE..... 58

EXHIBIT B – MANAGEMENT LEAVE ..... 79

## **ARTICLE A: RECOGNITION**

### **A.1. Recognition**

The Port recognizes Local 21, International Federation of Professional and Technical Engineers, hereinafter referred to as "Local 21, IFPTE" as the exclusive recognized bargaining representative for all Port employees in classifications assigned to the units as set forth in the preamble hereto, for the period of this Agreement. The bargaining unit as of the effective date of this Agreement consists of employees in classifications listed in Exhibit A attached hereto and made a part hereof. The Port shall notify all new employees represented by Local 21, IFPTE of their representation. The Port shall also notify Local 21, IFPTE when any new employee is hired who is represented by Local 21, IFPTE.

### **A.2. Port - Local 21, IFPTE Relationship**

The provisions of this Section which relate to subjects covered in the Employee Relations ordinance are included herein in order to provide explanatory information agreed to be desirable by the parties. It is agreed that the inclusion of this Section herein shall in no way affect the rights of the Port or the rights of Local 21, IFPTE, established by the Meyers-Milias-Brown Act and amendments thereto, which Act sets forth the basis, substantive and procedural, under which the Rules were adopted by the Board of Port Commissioners.

### **A.3. New Classifications**

The union will be provided with copies of all new or revised class specifications for all 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 classifications in their bargaining unit at least thirty (30) days prior to the establishment of such classification(s).

The Union may protest the assignment of a 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 21 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.

#### **A.4. Disputes over Assignments**

Should there be a dispute over the proper assignment of such new classification(s), the State Mediation and Conciliation Services shall be requested to resolve the dispute.

#### **A.5. 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.

### **ARTICLE B: EMPLOYEE RIGHTS**

#### **B.1. Union Rights (SUPERSEDED BY SIDE LETTER)**

##### **Fair Share Fee Provision**

An employee in one of the classes included in the Union, employed as of and during the term of 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

1. become and remain a member in good standing of the Union; or
2. 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,
3. 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 American Cancer Society, American Heart Association, or Sickle Cell Anemia Research and Education, Inc. (S.C.A.R.E.).

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 will deduct the fair share fee amount from the employee's paycheck.

Upon execution of the proper signed authorization, the Port will deduct special union membership fees, political action fund contributions, and assessment and remit those deductions to the Union.

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 action resulting from this provision.

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

## **B.2. Obligations to New Employees**

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 immediately 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 sixty (60) minutes prior to the end of the session, without management personnel present to make a presentation and distribute literature. 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 and/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 and/or Union Representative may meet privately with the employee afterward for up to sixty (60) minutes. The steward's time will be without loss of pay.

## **B.3. 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.

## **B.4. 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. An employee may have a Union representative present at a "Skelly" hearing.

## **B.5. 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.



## **B.6. 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.

## **B.7. 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.

## **B.8. 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.

## **B.9. Personnel File Provisions**

Personnel File: It is agreed that employees will be given a copy of entries of a negative or disciplinary nature when they are placed in their official personnel files. Negative or disciplinary 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. Entries of a derogatory nature to be used in any disciplinary proceeding against an employee shall include only materials of which a copy has been given to the employee and has been placed previously in the employee's official personnel file, or which is to be placed currently in the employee's official personnel file in connection with current action(s) or incident(s) resulting in disciplinary proceedings.

Employees may review their official personnel files in the Human Resources Department at reasonable times and may make copies at their expense of the documents contained therein, except that copies of all original entries to such files shall be provided at no expense to employees at the time of entry. It is understood that the Port may establish reasonable rules for the control of said files in the implementation of this provision.

The employee may also authorize, in writing, the Local 21, IFPTE Representative to inspect the personnel file related to a dispute concerning that employee.

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

**B.10. 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.

**B.11. State of California Workers' Compensation Information**

The Port shall distribute literature to each new employee clearly describing the rights and benefits of all represented employees under the State of California's Workers' Compensation laws.

**B.12. Board Agenda and Minutes**

Each Board of Port Commissioners meeting Agenda shall be given to the Chapter President or designee of Local 21, IFPTE for review sufficiently in advance of each meeting date.

**B.13. 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.

**B.14. Rules, Procedures and Policies**

All pertinent personnel rules, procedures and policies in effect at the Port will be made available on the Port Intranet for easy reference by employees and supervisors.

**B.15. Malpractice Protection**

The Port's obligation to defend and indemnify its officers and workers is prescribed by California Government Code Sections 825 et seq. and 995 et seq. as amended. The Port shall indemnify and defend represented employees in accordance with the applicable law when and if they are sued for errors and/or omissions (malpractice) within the course and scope of their duties, save and except where the applicable law excuses the Port's obligation to defend (e.g., fraud, malice, etc.). This Article and the terms and provisions shall be enforceable, at law in accordance with applicable law.

## **ARTICLE C: MANAGEMENT RIGHTS**

### **C.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, sitdown 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.

### **C.2. Management 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.

### **C.3. Contracting**

#### **C.3.1. Right to Contract**

The right to contract and subcontract are vested exclusively in the Port and is governed by the Charter of the City of Oakland Article IX, Section 902.

#### **C.3.2 Meeting**

The Port and Union representatives shall meet to review contract work and other work that is customarily performed by unit members that the Port intends to contract out. The Port shall provide Local 21 with summary information on the projects and services planned for contracting out at least ten (10) working days prior to any final decision made by the Board of Port Commissioners to contract the work.

## **ARTICLE D: NON-DISCRIMINATION**

### **D.1 Discrimination Prohibited**

The Port and the Union agree that discrimination is prohibited as outlined in the Port's Policies and Procedures (AP #452), Discrimination Complaint Procedures. The Port and the Union further agree that neither the Union nor the Port shall discriminate in respect to employment because of union activities, race, color, religion, sex (including gender identity), national origin, ancestry, age (over 40), physical or mental disability, cancer-related medical condition, a known genetic predisposition to a disease or disorder, veteran status, marital status or sexual orientation, and to promote the full realization of equal opportunity for all its employees.

## **ARTICLE E: WORK SCHEDULE**

### **FLEX TIME**

The Port has implemented a flex time program under Port Administrative Policy AP419. This policy applies to represented employees.

The Union and the Port agree to meet and confer during the term of this Memorandum of Understanding on a new flex schedule for represented employees in the Airport Properties Unit. Should they reach agreement, such agreement shall be reduced to writing and designated a "Tentative Agreement" ("TA") subject to final approval by the Port and the Union. Upon final approval, the TA shall become part of this Memorandum of Understanding.

## **ARTICLE F: SENIORITY**

### **F.1. Definitions**

#### **F.1.1. 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.

#### **F.1.2. Port Date of Seniority**

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

### **F.2. Seniority and Leave**

#### **F.2.1. Seniority and Military Leave**

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

#### **F.2.2. 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.

### **F.2.3. Seniority and Other Leave**

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

### **F.3. 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, except if there is a proposed reduction in force. Such list shall be subject to correction upon protest by the Union. The list shall constitute the official seniority list of employees covered by this Memorandum of Understanding.

### **F.4. Desk Audits**

Any represented employee may request a desk audit. Desk audits should be completed in a thorough and timely manner, and there shall be a nine month time limit on completing a desk audit.

### **F.5. 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 with notice provided to the Union; further an additional three (3) months may be added to the probationary period by mutual agreement between the Port and the Union.

### **F.6. 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.

### **F.7. 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 with notice provided to the Union. Further, an additional three (3) months may be added to the probationary period by mutual agreement between the Port and the Union.

### **F.8. 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.

## **F.9. Reduction in Force**

The Port shall attempt, insofar as possible, to accomplish any reduction in force by attrition rather than by layoff. The Port will keep Local 21 advised of financial planning by the Board of Port Commissioners, which contemplates the reduction of personnel represented by Local 21. In the event that a reduction in force is required, it shall be carried out in accordance with the Personnel Rules and Procedures of the Port of Oakland and the following principles:

1. A reduction in force shall be effected on a Port-wide basis for each classification reduced.
2. Seniority in the affected class shall be a primary factor in accomplishing such a reduction in force.
3. At least two (2) weeks' notice of any reduction in force shall be provided by the Port to affected employees and the Union. 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.
4. In a recall from layoff, the last person laid off shall be the first person recalled.
5. Reassignment in Lieu of Layoff - In the event of notice of layoff, any employee so affected will be allowed to be reinstated to any vacant position in their current classification or any classification in the bargaining unit or the Port at the same or lower level in which permanent status had formerly been held.
6. Reversion - In the event there are no vacancies as listed in 5. above, the employee shall have the right, upon request, to be reinstated to any classification in the bargaining unit or the Port at the same or lower level in which permanent status had formerly been held; provided that the employee reverting has more seniority than the least senior employee in that classification, and the regular layoff procedure in that same or lower level shall apply.

It is understood that from time to time it is necessary and in the best interest of the Port to supplement the Port's staff with temporary agency workers or consultants to meet peak workload demands for work normally performed by the permanent staff covered by this memorandum of understanding or to supply special skills that said permanent employees do not possess.

Should there be a reduction in the number of permanent represented employees covered by this MOU, temporary agency workers and consultants hired for peak workload demand will be laid off prior to any reduction of such permanent employees. The provisions of this section shall not apply to any temporary agency worker or consultant who has special skills not possessed by permanent represented employees covered by this MOU that are scheduled for lay-off, nor shall the provisions of this paragraph apply in the event of a City of Oakland reduction in force which may affect Port employees.

## **ARTICLE G: HOURS OF WORK, OVERTIME**

### **G.1. Acting Pay**

Any represented employee assigned to the duties and responsibilities of a 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, in accordance with procedures set forth in Port Ordinance No. 1865, as revised.

A represented employee who acts in a position of higher classification under this provision for a period of thirty (30) consecutive days, or less, shall not receive acting pay during any period(s) of paid leave occurring during said employee's acting assignment. However, an employee who acts in a position of higher classification under this provision for a period of more than thirty (30) consecutive days shall receive acting pay during any period(s) of paid leave occurring during his/her acting assignment, commencing upon the thirty-first (31st) consecutive day of the acting assignment and continuing until said acting assignment is terminated.

### **G.2. Extra Duty Pay**

When any represented employee performs duties that are clearly above and outside of the duties specified by the employee's job specification, the employee shall be paid an additional six percent (6%) of the regular pay for his/her classification

### **G.3. Compensatory Time Off**

Any represented employee not receiving management leave may accrue compensatory time off up to a maximum of one hundred-twenty (120) hours. Compensatory time off shall be taken by the employee at a time mutually agreed upon by the employee and his/her supervisor.

### **G.4. 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.

### **G.5. Management Leave**

The Local 21 classifications that currently receive management leave will continue to receive it (see Exhibit B for a list of classifications.)



## **ARTICLE H: WAGES AND OTHER COMPENSATION**

Effective the first day of the pay period containing January 1, 2018, all salaries of represented employees will be increased by four percent (4.0%).

Effective the first day of the pay period containing January 1, 2019, all salaries of represented employees will be increased by four percent (4.0%).

Effective the first day of the pay period containing January 1, 2020, all salaries of represented employees will be increased by three percent (3.0%).

Effective the first day of the pay period containing January 1, 2021, all salaries of represented employees will be increased by three percent (3.0%).

### **H.1. Salary Rate Increases**

#### **H.1.1. Step Increases for Employees Hired Prior to January 1, 2009**

For employees hired prior to January 1, 2009, the following Step Increase Language will apply and all those employees are eligible for Merit Pay Premium.

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

##### **H.1.1.1. Effective Dates of Step Increases**

Increase to the next higher step, but not higher than Step "c", under said schedules shall become effective and the salary at such next higher step 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 steps provided for in this section shall be limited to Steps "b" and "c" fixed within such schedules.

##### **H.1.1.2. 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).

#### **H.1.1.3. Merit Pay Premium**

Effective the first day of the pay period containing July 1 of each year, or the pay period containing January 1 of each year, whichever is applicable, all represented employees who are at Step "c", "d" or "e" (i.e. at Step "e" for less than one year), and who receive an "Outstanding" Overall Rating on their annual performance appraisal, shall receive additional premium pay in the amount of one and one half percent (1.5%) of their annual base salary. This premium pay is not added to base salary and will be made in twelve (12) equal monthly installments.

Effective the first day of the pay period containing July 1 of each year, or the pay period containing January 1 of each year, whichever is applicable, all represented employees who have been at Step "e" for at least one (1) full year and who receive an "Exceeds Expectations" Overall Rating on their annual performance appraisal, shall receive additional premium pay in the amount of four percent (4%) of their annual base salary or eight percent (8%) of their annual base salary for those who receive an "Outstanding" Overall Rating on their annual performance appraisal. This premium pay is not added to base salary and will be made in twelve (12) equal monthly installments. A represented employee, who is promoted before receiving full payment of their premium, shall be paid the balance of that earned premium in one lump sum at the earliest feasible pay period following the Executive Director's approval of the promotional appointment.

The Union agrees to continue to meet and confer with the Port during the term of this Memorandum of Understanding on revisions to the current Merit Pay system. Both parties must come to agreement before the new system can be implemented. Should the parties reach agreement, such agreement shall be reduced to writing and designated a "Tentative Agreement" ("TA") subject to final approval by the Port and the Union, upon final approval, the TA shall become part of this Memorandum of Understanding.

#### **H.1.1.4. Satisfactory Service**

For the purposes of this section, satisfactory service is defined as Meets Expectations or higher.

#### **H.1.2. Step Increases for Unit J and K Employees Hired After January 1, 2009**

For new Port employees hired after January 1, 2009 and who are in Unit J or K, the following Step Increase Language will apply and those employees will be eligible for Merit Pay Premium.

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

#### **H.1.2.1. Effective Dates of Step Increases**

Increase to the next higher step, but not higher than Step "c", under said schedules shall become effective and the salary at such next higher step 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 Steps "b" and "c" fixed within such schedules.

### **H.1.2.2. Step Increases to “d” and “e”**

Employees will move to Step “d” and “e” pursuant to AP 421.

#### **H.1.2.2.1 Salary Increases for Maritime Development and Business Representative Classification**

Effective January 1, 2013, the salary schedule for the Maritime Development and Business Representative Classification will be adjusted in the following manner: addition of 1% to Step B, 1% to Step C, 1% to Step D and 2% to Step E.

### **H.1.2.3. Merit Pay Premium**

Effective the first day of the pay period containing July 1 of each year, or the pay period containing January 1 of each year, whichever is applicable, all represented employees who are at Step “c”, “d” or “e” (i.e. at Step “e” for less than one year), and who receive an “Outstanding” Overall Rating on their annual performance appraisal, shall receive additional premium pay in the amount of one and one half percent (1.5%) of their annual base salary. This premium pay is not added to base salary and will be made in twelve (12) equal monthly installments.

Effective the first day of the pay period containing July 1 of each year, or the pay period containing January 1 of each year, whichever is applicable, all represented employees who have been at Step “e” for at least one (1) full year and who receive an “Exceeds Expectations” Overall Rating on their annual performance appraisal, shall receive additional premium pay in the amount of four percent (4%) of their annual base salary or eight percent (8%) of their annual base salary for those who receive an “Outstanding” Overall Rating on their annual performance appraisal. This premium pay is not added to base salary and will be made in twelve (12) equal monthly installments. A represented employee, who is promoted before receiving full payment of their premium, shall be paid the balance of that earned premium in one lump sum at the earliest feasible pay period following the Executive Director’s approval of the promotional appointment.

### **H.1.3. Step Increases for Units I and L Employees Hired After January 1, 2009**

For new Port employees hired after January 1, 2009 and who are in Units I and L, the following Step Increase Language will apply and those employees will be eligible for Merit Pay Premium.

Advancement within the salary schedule hereinafter fixed for the office or position of employment under which an employee serves shall be from Step “a” to Step “b” on the basis of six (6) months of satisfactory service in such office or position at Step “a” and from Step “b” to Step “c” on the basis of one (1) year of satisfactory service in such office or position at Step “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.

#### **H.1.3.1. Effective Dates of Step Increases**

Increase to the next higher step, but not higher than Step "c", under said schedules shall become effective and the salary at such next higher step 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 Steps "b" and "c" fixed within such schedules.

#### **H.1.3.2. 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).

#### **H.1.3.3. Satisfactory Service**

For the purposes of this section, satisfactory service is defined as Meets Expectations or higher.

### **H.2. Meal Pay**

For represented employees covered under FLSA, employees working two (2) hours of overtime immediately after his/her regular shift will be provided 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 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 step set forth above.

### **H.3. Transportation for Employees Assigned to Inspection Services**

In the event a represented employee is assigned regular duties on greater than a short-term basis to perform field functions requiring the use of a vehicle, the Port shall make every reasonable effort to provide a Port vehicle for his/her use in performing those duties and in such event the Port shall not require the regular use of the employee's personal vehicle for such purpose.

#### **H.4. Mileage Allowance**

The mileage allowance for employees who are authorized to use their personal vehicle on Port business will be in accordance with Port policy.

#### **H.5. Shift Differential Calculation**

Shift Differential Calculation. For represented employees covered under FLSA, employees working the swing shift shall be paid a differential of five percent (5%). Employees working the graveyard shift shall be paid a differential of seven percent (7%).

#### **H.6. Deferred Compensation Program**

If and when the Port adopts a program for providing contributions toward its Deferred Compensation Program for all employees covered by a Port MOU, this same benefit will be extended to the members of Local 21, IFPTE.

Local 21 shall appoint one representative to the Port's Deferred Compensation Advisory Committee.

#### **H.7. 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 fiscal year period beginning July 1, 2018, \$1,100 for the fiscal year period beginning July 1, 2019, and \$1,100 for the fiscal year period beginning July 1, 2020, and \$1,100 for the fiscal year period beginning July 1, 2021. Subject to permissible IRS regulations, professional development reimbursements are not subject to income tax withholdings.

Upon hiring, an employee will be credited with the entire amount of Professional Development allowance for the fiscal 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 fiscal year of hire will be available to the employee for six months after passing probation, after which the allowance will be forfeited.

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.

These funds cannot be carried over from one fiscal 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 fiscal year. Otherwise, any funds not used within a fiscal year shall be forfeited.

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

Effective February 1, 2016, the purchase of 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.

## **ARTICLE I: HEALTH AND WELFARE**

### **I.1. Health Plans**

#### **I.1.1. Medical Plans**

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.

If an employee 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 employee. These contributions shall be adjusted during the term described above to reflect the changes, if any, in the PERS premium.

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.

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.

#### **I.1.2. Retiree Medical Benefits**

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.

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.

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.

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.

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.

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 System and the laws of the State of California.

These provisions shall take effect within 60 days after ratification of the MOU, or upon implementation by PERS, whichever is earlier.

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.

#### **I.1.3. 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.

#### **I.1.4. 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 10 working days.



#### **I.1.5. 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.

#### **I.1.6. State Disability Insurance**

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

#### **I.1.7. 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.

#### **I.1.8. 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.

#### **I.1.9. 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.

#### **I.1.10. 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 an equivalent amount. The Port further agrees to provide optional death and dismemberment coverage, supplemental life insurance

coverage and Dependent Life insurance coverage payable as a deduction from the employee's compensation, at rates established by the Port's current insurance carrier for as long as same is available to the Port by the insurance industry.

The parties agree that in the event the Port desires to change the retirement and/or health plans, the Port will need to negotiate with Local 21.

#### **I.1.11 New Dental, Vision and Retiree Medical Benefits**

Employees hired after October 1, 2009 will not receive dental and vision benefits, upon retirement. Employees hired after September 1, 2011, will be subject to the new retiree medical insurance benefit vesting schedule as agreed to by the Letter of Understanding between Port and IFPTE, as stated in Appendix B of this Memorandum of Understanding.

### **ARTICLE J: RETIREMENT**

#### **J.1. Employer Contribution**

The Port shall contribute as the employer contribution, on behalf of an employee who is a member of the Public Employees' Retirement System (PERS), 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.

#### **J.2. Employee Contribution**

The Port shall contribute, on behalf of an employee who is a member of PERS, the designated percent of the regular salary for retirement purposes of such employee, as determined in accordance with applicable State law.

The Port will pick up the employee's normal contribution to PERS according to the individual designation of each represented employee.

Each employee is solely and personally responsible for any federal, state or local tax liability of the employee that may arise out of receipt of said pick-up by the Port or any penalty that may be imposed therefore.

An employee may, in anticipation of retirement, opt to apply such pick up of the designated percent to the employee's base salary. Any election to convert the PERS pick up to salary may be made only once and shall be irrevocable once exercised.

Effective the first day of the pay period containing July 1, 2013, employer paid member contributions ("EPMC") shall be terminated, and represented employees who are

members of the Public Employees' Retirement System ("PERS") shall contribute 8% of their base salary, as determined in accordance with applicable law, to offset the EPMC.

Effective the first day of the pay period containing July 1, 2013 and in exchange for represented employees paying the employee contribution (formerly paid by the employer and designated as EPMC), the Port will increase the base salary of represented employees by eight percent (8%). The intent of this provision is to have an equal swap whereby represented employees pay their employee contributions in exchange for an increase in their base salary by an equal amount.

Employees hired on or after January 1, 2013, will pay half of the total normal cost in accordance with the Public Employees' Pension Reform Act of 2013.

### **J.3. Current PERS Benefits**

The Port will provide current benefits in accordance with the requirements of PERS.

The parties agree that in the event the Port desires to change the retirement and/or health plans, the Port will need to negotiate with Local 21. The Port will provide current benefits in accordance with the requirements of PERS and in conjunction of the provisions in our MOU.

### **J.4 Not Eligible to Retire at the Time of Death.**

The beneficiary will receive a refund of the member's contributions plus interest, and up to six (6) months' pay (the sum of one month's salary rate for each year of current service to a maximum of six months).

## **ARTICLE K: VACATIONS**

### **K.1. Entitlement**

A full-time 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 of 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/her anniversary date, shall accrue one (1) additional day of 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/her anniversary date, shall accrue one (1) additional day of vacation for those years only.
5. Five (5) weeks (25 days) 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 re-employed shall, 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.

### **K.2. Right to Take Accrued Leave**

Vacation leave shall be determined according to seniority within classifications in work units.

### **K.3. Interruption of Leave**

In the event an employee is seriously 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.

## **ARTICLE L: HOLIDAYS**

### **L.1. Schedule**

The following days of each year are designated as holidays:

- a) January 1, known as "New Years Day",
- b) The third Monday in January, known as "Martin Luther King, Jr.'s Birthday",
- c) February 12, known as "Lincoln's Birthday",
- d) The third Monday in February, known as "Washington's Birthday",
- e) The last Monday in May, known as "Memorial Day",
- f) July 4, known as "Independence Day",
- g) The first Monday in September, known as "Labor Day",
- h) September 9, known as "California Admissions Day",
- i) November 11, known as "Veterans Day",
- j) The Thursday in November appointed "Thanksgiving Day",
- k) The Friday following Thanksgiving Day,
- l) Christmas Eve/New Year's Eve - the second half of his/her work shift shall be granted as paid time off on both of the above days, Such time off shall be granted by the Department Head, subject to the needs of the Port. In the event that an eligible employee (FLSA non-exempt) is not allowed time off as provided above, he/she shall be paid overtime for the number of hours worked at the rate of time and one-half of his/her regular hourly rate of pay for the paid time off to which he/she is entitled under this provision, in addition to the pay which the employee would otherwise receive for said half shift.
- m) December 25, known as "Christmas Day",
- n) A floating holiday, subject to the prior approval of the Department Head, and to be taken during the calendar year in which it is earned,
- o) Every day appointed by the President or Governor for public fast, Thanksgiving or holiday.

### **L.2. Paychecks during Vacation**

If a pay day falls within an employee's scheduled vacation period, the employee shall be entitled to receive prior to the start of such vacation period, upon his/her request, any regular paycheck(s) he/she would normally receive during said period, in accordance with established Port and City procedures. This provision shall only apply to employees whose scheduled vacation leave is ten (10) or more consecutive working days.

### **L.3. 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.

## **ARTICLE M: SICK LEAVE**

### **M.1. Sick Leave**

#### **M.1.1. 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.

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) hours per month. 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.

#### **M.1.2. 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 M.1.6, entitled "Definition of Immediate Family".

#### **M.1.3. 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 up to a maximum of fifty (50) days. 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.

#### **M.1.4. Attendance Incentives**

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:

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.

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.

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

#### **M.1.5. 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.

### **M.1.6. 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 M.1.2 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.),

### **M.1.7. Domestic Partners**

The Port recognizes a domestic partnership as is defined by the laws of the State of California.

### **M.2. 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.

### **M.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, the Port's Workers' Compensation Medical Advisor and the respective department manager. Assignment to light duty shall be temporary. Pay during the light duty assignments shall be commensurate equal to the employee's pay in his/her classification prior to the injury.



## **ARTICLE N: LEAVES OF ABSENCE**

### **N.1. 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 earned prior to the beginning of such leave and remaining on the books at the time the employee returns to work. It is understood that seniority and other benefits will not continue to accrue while an employee is off work on such leave. 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.

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

### **N.2. 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.

### **N.3. 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.

### **N.4. Jury Duty Leave**

Leave of absence with pay shall 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.

## **N.5. Military Leave**

A military leave of absence shall be granted to a represented employee in accordance with the applicable Federal (USERRA) and State (Military and Veteran's Code) laws.

## **N.6. Family Death Leave**

### **N.6.1. 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.

### **N.6.2. 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.

### **N.6.3. 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.

## **N.7. 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.

## **ARTICLE O: EDUCATION AND PROFESSIONAL DEVELOPMENT**

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.

The Port and Local 21, IFPTE agree that it is desirable for all employees to keep their professional knowledge and abilities current with the state of the art. To achieve this end, Local 21, IFPTE agrees to routinely notify members of professional conferences, seminars, and meetings within the Bay Area; provide to members current conferences, seminars, and meetings within the area; provide to members current information regarding new trends and developments in the represented professions.

### **O.1. 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.

### **O.2. Approval Procedure**

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

## **ARTICLE P: MAINTENANCE OF PROFESSIONAL STANDARDS**

### **P.1. Conferences, Seminars and Meetings**

The Port and Local 21, IFPTE agree that it may be desirable for a represented member to attend a conference, seminar or meeting which has as its primary purpose professional development or acquiring concepts and knowledge that are directly beneficial to the member in the performance of his/her job; and/or where such attendance is in the best interests of the Port. Subject to the approval of the department head, the member may be granted leave with pay, with or without expenses, to attend such conference, seminar or meeting.

The Port will, in an effort to increase its commitment to training for represented employees, work to increase the budgetary allotment for such training programs.

### **P.2. 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, not to exceed 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.

### **P.3. Professional Licenses**

The Port shall reimburse all represented employees who supervise engineers for professional registration fees paid by such members to the State of California. Such reimbursement shall be limited to the following Engineering disciplines: Civil, Electrical, Mechanical, Traffic, Structural and Geotechnical.

### **P.4. Professional Memberships**

Pursuant to and consistent with current practice, the Port shall pay one hundred percent (100%) of the cost of Deputy Port Attorneys' membership in the California State Bar and one membership to a Section of the California Lawyers Association.

Deputy Port Attorneys are solely and entirely responsible for any penalties incurred if they fail to submit State Bar Membership forms in a timely manner. If the Port Attorney requests that a Deputy Port Attorney join one or more additional legal or professional organizations, the Deputy Port Attorney shall not unreasonably refuse to so join so long as the Port pays one hundred percent (100%) of the associated cost.

If a Deputy Port Attorney desires to join one or more additional legal or professional organizations, he or she may request that the Port cover the expense of such membership. If the Port Attorney disapproves such expense, then the Deputy Port Attorney may request to use his or her Professional Development funds for such expense.

#### **P.5. Continuing Legal Education**

Each Deputy Port Attorney is responsible for meeting his or her Minimum Continuing Legal Education ("MCLE") requirements.

Subject to the approval the Port Attorney, the Port shall provide payment and/or reimbursement for appropriate conferences, seminars, and trainings including associated travel expenses as necessary and appropriate to provide each Deputy Port Attorney with his or her required hours to satisfy his or her MCLE requirements. However, no conference, seminar or training shall be eligible for Port payment or reimbursement unless and until such MCLE event has been approved by the Port Attorney.

If a Deputy Port Attorney participates in an MCLE training not approved or required by the Port Attorney, he or she may request Professional Development funds to cover the associated costs.

### **ARTICLE Q: SAFETY**

#### **Q.1. 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.

##### **Q.1.1. 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.

##### **Q.1.2. Hard Hat Usage**

Hard hats shall be worn by field personnel whenever there is a possible threat to safety from flying or falling objects, as determined by the employee's supervisor.

**Q.1.3. 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.

**Q.1.4. Jackets**

The Port will furnish jackets to field personnel upon request.

**Q.1.5. 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, and upon verification by a Department Head or designee, to all such personnel. However, any such employee may at his/her option purchase appropriate safety shoes of his/her own choice in lieu of accepting Port-furnished shoes.

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.

**Q.1.6. 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.

**Q.1.7. 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.

**Q.1.8. 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; safety tools and equipment; protective equipment; removing or guarding hazards; information and notices regarding OSHA; and no discrimination against employees for exercising their lawful rights.

## **ARTICLE R: DISCIPLINARY ACTIONS**

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. 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.

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.

### **R.1. Resignation Inquiry**

Upon receipt of an employee's resignation, the Port Human Resources 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.

### **R.2 Written Rebuttals**

Employees shall be entitled to append a written rebuttal to any written reprimand or oral reprimand which is reduced to writing and placed in the employee's personnel file. The appended rebuttal shall be included in the employee's official personnel file. Employees are required to submit written rebuttals within thirty (30) calendar days from the date of the reprimand.

## **ARTICLE S: GRIEVANCE PROCEDURE AND ARBITRATION**

### **S.1. Definition**

- (a) A grievance is herein defined as a dispute which involves the interpretation or application of this agreement, the interpretation and application of the applicable Personnel Rules of the City and Port and disciplinary action taken hereunder.
- (b) 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.

### **S.2. Procedure**

#### Step 1:

- (a) **Informal Discussion** - The employee or the Local 21, IFPTE representative may present the grievance orally to the immediate supervisor within seven (7) working days of the occurrence of the dispute or within seven (7) working days from such time as the employee or Local 21, IFPTE should reasonably have been aware of the occurrence.
- (b) **Formal Submission** - Should the grievance remain unresolved, the employee or Local 21, IFPTE representative may submit the grievance in writing to the immediate supervisor within seven (7) working days from the oral presentation of the grievance to the supervisor. The grievance shall state the specific section of the MOU, or the Personnel Rules alleged to be violated or the disciplinary action taken hereunder, together with a brief statement of the facts in the case and the proposed remedy. The supervisor shall render a decision in writing to the employee and/or Local 21, IFPTE representative within seven (7) working days of the formal submission of the grievance.

#### Step 2:

**Appeal to Department Head** - Should the grievance remain unresolved, the employee or Local 21, IFPTE representative may, within seven (7) working days of receipt of the supervisor's decision, submit the grievance in writing to the next higher level of management. The department head or his/her designated representative shall respond to the grievance in writing within seven (7) working days after receipt of the grievance.

#### Step 3:

**Employee Appeals Officer - Local 21, IFPTE staff representative** - Should the grievance remain unresolved, the employee or Local 21, IFPTE representative may, within seven (7) working days after receipt of the department head response, submit the grievance in writing to a Port Employee Appeals Officer designated by the Executive Director. The Employee Appeals Officer shall meet with the assigned Local 21, IFPTE representative within seven (7) working days of submission and attempt to resolve the dispute.



**Step 4:**

Arbitration/Civil Service - Should the grievance remain unresolved, within fourteen (14) calendar days of said meeting the Union may submit such grievance to an impartial arbitrator who shall be selected by mutual agreement or, if such agreement is not reached, by alternately striking names from a list of five (5) arbitrators submitted by the State Mediation and Conciliation Service. Alternatively, in the case of a grievance concerning discharge or disciplinary action against an employee, Local 21, IFPTE or employee may elect to submit such grievance to the Civil Service Board, instead of to an arbitrator. In the event that Local 21, IFPTE or employee elects to submit such grievance to the Civil Service Board, the filing of the written grievance in accordance with the provisions of Step 1(b) above shall satisfy the requirement of the personnel ordinance that the employee give notice of intent to appeal a discharge or disciplinary action.

If arbitration is selected, it is agreed that the decision of the arbitrator shall be final and binding on all parties and the arbitrator's fees and expenses incidental to the decision such as a hearing room and transcript, if required, but excluding the cost of representation and witness fees 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.

**S.3. Time Limits**

Time limits prescribed in Section 2 above may be extended by mutual agreement of the parties. Failure by the employee or Local 21, IFPTE to follow the time limits, unless so extended, shall nullify the grievance. Failure by the Port to follow the time limits, unless so extended, shall cause the grievance to move to step 2, step 3, or step 4, whichever is the next level.

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

**S.4. Witnesses**

Individuals who may have direct knowledge of circumstances relating to the grievance may appear at the procedure. In the case of an employee appearance, he/she shall not lose any compensation or other benefits for actual time spent in such appearance.

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.

**S.5. Consolidation**

Concurrent grievances alleging violation of the same provision may be consolidated for the purpose of this procedure as a single grievance.

**S.6. 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.

**ARTICLE T: LABOR/MANAGEMENT RELATIONS COMMITTEE**

The Port and the Union agree to establish a Labor/Management Relations Committee for the purpose of exploring ways to improve the level of mutual respect between the parties and to establish methods for problem-solving of workplace issues. This committee will be formed no later than ninety (90) days after execution of MOU and will consist of three members of Local 21, IFPTE and three members chosen by the Port.

**ARTICLE U: SEVERABILITY AND REVISION OF SEVERED PORTIONS**

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

**ARTICLE V: 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.

**ARTICLE W: TERM**

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.

**ARTICLE X: 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 19 day of DECEMBER, 2018.

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21

By: Sharon Jenkins  
Sharon Jenkins,  
Representative/Organizer

By: Ronald Brown  
Ronald Brown,  
Chapter President

PORT OF OAKLAND NEGOTIATIONS TEAM

By: Joseph E. Wiley  
Joseph E. Wiley,  
Chief Negotiator

By: Michael Mitchell  
Michael Mitchell,  
Director of Human Resources


**Local 21 Negotiations Team:**

- Barbara Bally
- Carletta Starks
- Joshua Polston
- Larry Vitatoe
- Mary Richardson


**Port Negotiations Team:**

- Christopher Boucher
- Suzanne Price

CITY OF OAKLAND, a Municipal Corporation, acting by and through Its Board of Port Commissioners

By:   
Acting Executive Director  
Danny Wan

Approved as to form and legality this 21 day of DECEMBER, 2018.

  
Michele Heffes, Acting Port Attorney

Resolution No. 18-102  
PA #: 2018-529



CAS

HUMAN RESOURCES  
LABOR RELATIONS

NEGOTIATIONS 2017-2018

IFPTE, Local 21

## TENTATIVE AGREEMENT

DATE: July 23, 2018 / TIME:

### 1) Term / Salary

Fifty-four (54) month term (effective January 1, 2018 through June 30, 2022) with a salary increase of 4% effective the first day of the pay period containing January 1, 2018, 4% effective the first day of the pay period containing January 1, 2019, 3% effective the first day of the pay period containing January 1, 2020, and 3% effective the first day of the pay period containing January 1, 2021.

### 2) Port Performance Premium

Delete all references with respect to the payment of Port Performance Premium throughout the successor Memorandum of Understanding, including, but not limited to, the term "Port Performance Premium" in Article H.1 (including all subparagraphs: H.1.1, H.1.1.1, H.1.1.2, H.1.1.3, H.1.1.4, H.1.1.5, H.1.2, H.1.2.1, H.1.2.2, H.1.2.2.1, H.1.2.4, H.1.3, H.1.3.1, H.1.3.2, H.1.3.3) and any other articles where the term "Port Performance Premium" may appear, and delete Article H.1.2.3 in its entirety.

IFPTE, Local 21 also agrees to withdraw, with prejudice, any and all grievances filed with regards to the issue of Port Performance Premium, including the grievances dated November 16, 2017 and July 3, 2018, and further agrees to not file any new or additional grievances related to this matter.

In exchange, the Port will make the following: i) a one-time only, non-base building payment of \$1,500; and, ii) effective upon Board approval of the successor MOU, two days of "use it or lose it", non-cashable, and non-accruable leave that must be used by December 31, 2018; effective January 1, 2019, two days of "use it or lose it", non-cashable, and non-accruable leave that must be used by December 31 of the same year; effective January 1, 2020, one day of "use it or lose it", non-cashable, and non-accruable leave that must be used by December 31 of the same year; effective January 1, 2021, one day of "use it or lose it", non-cashable, and non-accruable leave that must be used by December 31 of the same year; and, effective January 1, 2022, one day of "use it or lose it", non-cashable, and non-accruable leave that must be used by June 30, 2022, 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. The \$1,500 cash payment shall be made within sixty (60) days of ratification of this Agreement.

### 3) Replacement Fair Share Fee Provision

As a result of the Supreme Court's decision in *Janus v. AFSCME, Council 31*, the Port and IFPTE, Local 21 agree the parties will meet-and-confer on a replacement provision in accordance with Article U: SEVERABILITY AND REVISION OF SEVERED PORTIONS.

- 1 -



CAS

HUMAN RESOURCES  
LABOR RELATIONS

NEGOTIATIONS 2017-2018

**IFPTE, Local 21**

**4) 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.

**5) Tentative Agreements**

---

All previously signed and executed tentative agreements between the Port and IFPTE, Local 21 shall be incorporated into the successor Memorandum of Understanding. The previously signed and executed tentative agreements are listed as follows:

1. B.2 – Obligation to New Employees
2. B.4 – Scope of Stewards
3. D.1 – Discrimination Prohibited
4. H.1.2 – Step Increases for Unit J and K Employees Hired After January 1, 2009
5. H.1.1.5 – Satisfactory Service
6. H.1.3.3 – Satisfactory Service
7. H.7 – Professional Development
8. J.4 – Not Eligible to Retire at the Time of Death
9. M.1.3 – Sick Leave Buy-Back
10. P.4 – Professional Memberships
11. P.5 – Continuing Legal Education
12. Side Letter – Merit Pay
13. Side Letter – Parity Study
14. Appendix A Regarding Unit J
15. Side Letter – Unit J Termination of Employment

All outstanding proposals to which there is no Tentative Agreement or which are not addressed above are to be withdrawn or deemed denied.

**6) Recommendation to Principals**

---

The parties agree to recommend positively this Tentative Agreement to their principals for ratification.

**For the Port**

**For IFPTE, Local 21**

*Joseph E. Wiley*      7/24/18  
 \_\_\_\_\_  
 Joseph E. Wiley      Date  
 Chief Negotiator

*Sharon Jenkins*      7/23/18  
 \_\_\_\_\_  
 Sharon Jenkins      Date  
 Chief Negotiator



CAS

HUMAN RESOURCES  
LABOR RELATIONS

NEGOTIATIONS 2017-2018

**IFPTE, Local 21**

**Port of Oakland  
Bargaining Team Members:**

Michael Mitchell  
Christopher Boucher

**IFPTE, Local 21  
Port Chapter Bargaining Team Members:**

Ron Brown

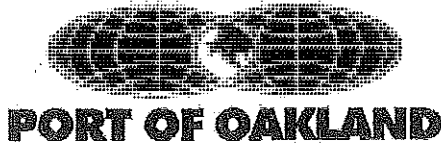
Joshua Polston

Mary Richardson

Carletta Starks

Larry Vitatoe

SIDE LETTER – UNIT J



CAS

HUMAN RESOURCES  
LABOR RELATIONS

NEGOTIATIONS 2017 - 2018

IFPTE, Local 21

**SIDE LETTER AGREEMENT UNIT J**

Termination of Employment

Unit J members are employed "at-will" and may be terminated for cause or without cause. If a Unit J member is terminated without cause, he or she shall receive as severance pay one (1) weeks' pay for each full year of service with a minimum of six (6) weeks pay and a maximum of twenty (20) weeks pay. Payment of such severance pay shall not impact the Port's obligation, if any, to pay other sums to which the Unit J member may legally be entitled.

For cause termination shall be limited to termination for the following reasons:

- Any Formal Discipline by the State Bar of California for a Violation of the Code of Professional Responsibility;
- Conviction of a Crime of Moral Turpitude;
- Theft of Port Property;
- Gross Insubordination;
- Breach of Attorney-Client Confidential Information.

If the Port elects to terminate a Unit J member "for cause" as set forth in this Side Letter, before the decision becomes final, the Unit J member shall be entitled to written notification of the termination which shall include an explanation of the basis for the Port's conclusion to terminate the Unit J member "for cause" and a copy of any documents relied upon by the decision maker. The Unit J member shall have the right to respond either orally or in writing to the decision maker or his/her designee. Unit J members terminated for cause shall receive no severance pay.

This Side Letter and the provisions therein shall in no way limit or restrict the rights of the Unit J members to make or pursue statutory claims, actions, or causes of action for violations of law by the Port, including without limitation, claims, actions, or causes of action for discrimination on the basis of race, sex, age or any recognized and protected classification or for retaliatory discharge.

For the Port

For IFPTE, Local 21

*Joseph E. Wiley* 7/20/18  
Joseph E. Wiley Date  
Chief Negotiator

*Sharon Jenkins* 7/20/18  
Sharon Jenkins Date  
Chief Negotiator

*italics*= Union proposed new language      **bold, underline** = new language



SIDE LETTER – MERIT PAY



CAS

HUMAN RESOURCES  
LABOR RELATIONS

NEGOTIATIONS 2017-2018

IFPTE, Local 21

TENTATIVE AGREEMENT

DATE: ~~April 23, 2018~~ *May 7, 2018*

TIME:

**SIDE LETTER BETWEEN THE PORT OF OAKLAND; IBEW, LOCAL 1245; IFPTE, LOCAL 21; AND THE WESTERN COUNCIL OF ENGINEERS**

The Port of Oakland ("Port"), IBEW, Local 1245 ("IBEW"), IFPTE, Local 21 ("IFPTE"), and, the Western Council of Engineers ("WCE") (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, they will convene meet and confer regarding modifications to the Port's existing merit pay plan.

The purpose of the meet and confer is not to negotiate the elimination of merit pay, but rather to explore the feasibility of meeting PERS' requirements.

For the Port

For IFPTE, Local 21

*Joseph E. Wilpy*  
Joseph E. Wilpy  
Chief Negotiator

*4-23-18*  
Date

*Sharon Jenkins*  
Sharon Jenkins  
Chief Negotiator

*5/7/2018*  
Date

**SIDE LETTER – PARITY STUDY**



**CAS**  
HUMAN RESOURCES  
LABOR RELATIONS

NEGOTIATIONS 2017-2018  
**IFPTE, Local 21**

**TENTATIVE AGREEMENT**

**DATE:** February 15, 2018

**TIME:**

**SIDE LETTER CONCERNING PARITY STUDY**

The Port agrees to conduct an internal parity study for Senior Maritime Projects Administrator position (monthly salary range \$10,032 - \$12,428) to the Senior Aviation Project Manager position (monthly salary range \$10,627 - \$13,163) in year 1 of the agreement.

For the Port

For IFPTE, Local 21

  
Joseph E. Wiley  
Chief Negotiator

2-15-18  
Date

  
Sharon Jenkins  
Chief Negotiator

2/15/18  
Date

**APPENDIX A (LETTER OF UNDERSTANDING)**

**(SEE ATTACHED)**

**LETTER OF UNDERSTANDING  
BETWEEN  
INTERNATIONAL FEDERATION OF  
PROFESSIONAL AND TECHNICAL ENGINEERS  
AND  
THE PORT OF OAKLAND**

**ORIGINAL**

LETTER OF UNDERSTANDING

BETWEEN

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS (IFPTE)  
LOCAL 21 UNITS I, J, K AND L

AND

THE PORT OF OAKLAND

1. All Port employees represented by Local 21 of the IFPTE (Units I, J, K, and L) will forego all cost of living increases and any other salary increases scheduled in Fiscal Year 2009-2010 (beginning July 1, 2009).<sup>1</sup>
2. All Port employees represented by Local 21 of the IFPTE (Units I, J, K and L) will forego any and all merit pay premiums payable in Fiscal Year 2009-2010, with no further payments after December 31, 2009. In implementing this paragraph, merit pay received by employees in the December evaluation cycle was discontinued as of August 7, 2009. Upon further review, we feel that the more equitable method of implementing this provision would be to complete the payment of the merit premium pay to those employees through December 2009.
3. All Port employees represented by Local 21 of the IFPTE (Units I, J, K and L) will take a total of eleven (11) mandatory days off without pay ("Mandatory Day Off") during Fiscal Year 2009-2010. The protocols for the Mandatory Days Off are as follows:
  - (a) Eleven (11) Mandatory Days Off total during the Fiscal Year 2009-2010, commencing July 1, 2009. A day off is 7.5, 8, or 8.5 hours depending on the employee's regular work schedule.
  - (b) Commencing September 1, 2009, an employee must take a minimum of one (1) Mandatory Day Off per month in full day increments. The employee's supervisor will monitor and may mandate that the employee take at least one Mandatory Day Off per month. If an employee fails to schedule a Mandatory Day Off during a given month, management shall schedule a Mandatory Day Off for the employee in consideration of business needs to insure that all eleven (11) Mandatory Days Off are taken by the end of fiscal year 09/10.
  - (c) Mandatory Days Off taken before or after a holiday will not disqualify the employee for holiday pay.

---

<sup>1</sup> [Local 21 of the IFPTE (Units I, J, K and L) recognizes it does not have representational rights over Senior Management (Unit H), Attorneys (Unit J) and other unrepresented employees (Unit M). However, the Port acknowledges and agrees that the same terms and conditions of this Letter of Understanding will be applied as concerns Units H, J & M.]

(d) Mandatory Days Off are to be scheduled in the same manner as vacation is scheduled and employees must receive prior supervisory approval before taking a Mandatory Day Off.

4. CalPERS Retirement Incentive Program – The Port has submitted to the City all necessary documentation and requests for the City to approve the purchase of two (2) additional years of service credit for employees retiring during a specified time period (October 21, 2009 to January 22, 2010), pursuant to the rules and regulations of CalPERS.
5. All employees represented by Local 21 of the IFPTE (Units I, J, K and L) hired on or after October 1, 2009 will be covered by the benefit structure set forth below. Notwithstanding the foregoing, the provisions of this paragraph 5 shall not apply to (1) any former Port employee on a reinstatement list as of October 1, 2009 pursuant to Section 9.01 of the Personnel Rules and Procedures of the Port, who is hired prior to October 1, 2009 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 October 1, 2009 and who is reemployed by the Port prior to the second anniversary of his or her separation from employment with the Port in accordance with Section 5.10 of the Personnel Rules and Procedures of the Port.
  - a. The employee shall pay the full member contribution to CalPERS (currently equal to eight percent (8%) of the employee's compensation (but as may be changed from time to time), with state and federal income tax on the employee's contribution deferred to the extent permitted by Internal Revenue Code Section 414(h)(2). Such member contribution shall be deducted from the employee's compensation and shall be paid to CalPERS by the Port.
  - b. The Port shall offer to the employee dental, vision and Employee Assistance Program (EAP) coverage for the employee and his or her eligible dependents at no cost to the employee.
  - c. With respect to medical coverage, the Port shall pay to PERS an amount equal to the California Kaiser premium for the employee's coverage option (e.g. single, two-party or family coverage). The employee shall pay the cost of coverage over such amount. For example, if an employee elects family coverage under a PERS Public Employees' Medical and Hospital Care Act (PEMHCA) plan, the Port shall pay to PERS an amount equal to the premium for family coverage under the California Kaiser plan and the employee shall pay the remainder.
6. With respect to employees first hired by the Port on or after the effective date of the resolution (herein referred to as the "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 Port. Except as 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 with the Port)

Percentage of Employer Contributions

10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	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 retiree medical benefit must notify the Port within thirty (30) days of the retiree and/or an 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 October 1, 2009 (other than (1) any former Port employee on a reinstatement list as of October 1, 2009 pursuant to Section 9.01 of the Personnel Rules and Procedures of the Port who is hired prior to October 1, 2009 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 October 1, 2009 and who is reemployed by the Port prior to the second anniversary of his or her separation from employment with the Port, in accordance with Section 5.10 of the Personnel Rules and Procedures of the Port), upon the employee's retirement or other separation from service, such retired or terminated employee shall not be entitled to dental, vision or 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").

- The Port agrees that there will be no layoffs of members of Port employees represented by Local 21 of the IFPTE (Units I, J, K and L) during the Fiscal Year 2009-2010, provided that either (a) the Intermediate Lien debt service coverage ratio does not go below the projected Intermediate Lien debt service coverage ratio in the approved Operating Budget for Fiscal Year 2009-2010, (which has been set at 1.26) for two (2) consecutive months, calculated as of the end of each month; or (b) no event outside the control of the Port occurs that is projected to lower the Intermediate Lien debt service coverage ratio below that projected in the approved Operating Budget for Fiscal Year 2009-2010. The Corporate Administrative Services Division will communicate to the Local 21 of the IFPTE (Units I, J, K and L) the Intermediate Lien debt service coverage ratio monthly as it becomes available.

Revision (3)

3

6/3/2010

430411.1

This no-layoff provision does not apply to any layoffs initiated by the City of Oakland that affect Port employees.

If the foregoing is in accordance with your understanding, please so indicate by signing below.

By Alex Toussaint

International Federation of Professional  
and Technical Engineers, Local 21

Dated 6/3/2010

L.A. Henderson 6-3-10  
Barkana Bailey 6/3/10

By [Signature]  
Port of Oakland

Dated 6-3-2010

[Signature]  
Chief Negotiator

[Signature]  
"ACTING" Human Resources  
Manager

<u>Job Title</u>	<u>Unit</u>	<u>Effective</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Administrative Analyst II	L	7/1/2024	\$10,298	\$10,810	\$11,350	\$12,037	\$12,759
		1/1/2025	\$10,555	\$11,080	\$11,634	\$12,338	\$13,078
Airport Business Manager	K	7/1/2024	\$15,973	\$16,769	\$17,608	\$18,666	\$19,787
		1/1/2025	\$16,372	\$17,188	\$18,048	\$19,133	\$20,282
Airport Ground Transportation & Parking Operations Coordinator	L	7/1/2024	\$8,741	\$9,177	\$9,638	\$10,208	\$10,823
		1/1/2025	\$8,960	\$9,406	\$9,879	\$10,463	\$11,094
Airport Noise Abatement Technician	L	7/1/2024	\$7,568	\$7,949	\$8,346	\$8,843	\$9,380
		1/1/2025	\$7,757	\$8,148	\$8,555	\$9,064	\$9,615
Airport Noise Abatement/Environmental Affairs Supervisor	K	7/1/2024	\$13,247	\$13,904	\$14,601	\$15,477	\$16,408
		1/1/2025	\$13,578	\$14,252	\$14,966	\$15,864	\$16,818
Airport Operations Manager, Airside	K	7/1/2024	\$15,973	\$16,769	\$17,608	\$18,666	\$19,787
		1/1/2025	\$16,372	\$17,188	\$18,048	\$19,133	\$20,282
Airport Operations Manager, Landside	K	7/1/2024	\$15,973	\$16,769	\$17,608	\$18,666	\$19,787
		1/1/2025	\$16,372	\$17,188	\$18,048	\$19,133	\$20,282
Airport Operations Superintendent, Airside	K	7/1/2024	\$13,863	\$14,552	\$15,285	\$16,199	\$17,176
		1/1/2025	\$14,210	\$14,916	\$15,667	\$16,604	\$17,605
Airport Operations Superintendent, Landside	K	7/1/2024	\$13,863	\$14,552	\$15,285	\$16,199	\$17,176
		1/1/2025	\$14,210	\$14,916	\$15,667	\$16,604	\$17,605
Airport Parking Operations Superintendent	K	7/1/2024	\$13,863	\$14,552	\$15,285	\$16,199	\$17,176
		1/1/2025	\$14,210	\$14,916	\$15,667	\$16,604	\$17,605



<u>Job Title</u>	<u>Unit</u>	<u>Effective</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Airport Security/ID Supervisor	K	7/1/2024	\$11,636	\$12,225	\$12,835	\$13,605	\$14,418
		1/1/2025	\$11,927	\$12,531	\$13,156	\$13,945	\$14,778
Airport Technical Communications Supervisor	K	7/1/2024	\$8,741	\$9,177	\$9,638	\$10,208	\$10,823
		1/1/2025	\$8,960	\$9,406	\$9,879	\$10,463	\$11,094
Assistant Commercial Real Estate Representative	L	7/1/2024	\$8,700	\$9,139	\$9,590	\$10,166	\$10,777
		1/1/2025	\$8,918	\$9,367	\$9,830	\$10,420	\$11,046
Assistant Contract Compliance Officer	L	7/1/2024	\$8,786	\$9,226	\$9,687	\$10,269	\$10,883
		1/1/2025	\$9,006	\$9,457	\$9,929	\$10,526	\$11,155
Assistant Director of Aviation	K	7/1/2024	\$18,882	\$19,820	\$20,817	\$22,066	\$23,386
		1/1/2025	\$19,354	\$20,316	\$21,337	\$22,618	\$23,971
Assistant Port Construction Administrator	L	7/1/2024	\$8,786	\$9,226	\$9,687	\$10,269	\$10,883
		1/1/2025	\$9,006	\$9,457	\$9,929	\$10,526	\$11,155
Assistant Secretary of the Board	L	7/1/2024	\$9,076	\$9,528	\$10,008	\$10,607	\$11,241
		1/1/2025	\$9,303	\$9,766	\$10,258	\$10,872	\$11,522
Assistant to the Executive Director	L	7/1/2024	\$14,751	\$15,486	\$16,258	\$17,235	\$18,267
		1/1/2025	\$15,120	\$15,873	\$16,664	\$17,666	\$18,724
Associate Airport Noise Abatement Specialist	L	7/1/2024	\$9,614	\$10,088	\$10,601	\$11,236	\$11,903
		1/1/2025	\$9,854	\$10,340	\$10,866	\$11,517	\$12,201
Associate Aviation Project Manager	L	7/1/2024	\$13,264	\$13,920	\$14,617	\$15,496	\$16,426
		1/1/2025	\$13,596	\$14,268	\$14,982	\$15,883	\$16,837
Aviation Assistant Marketing & Communications Representative	L	7/1/2024	\$8,700	\$9,139	\$9,590	\$10,166	\$10,777
		1/1/2025	\$8,918	\$9,367	\$9,830	\$10,420	\$11,046

<u>Job Title</u>	<u>Unit</u>	<u>Effective</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Aviation Associate Marketing & Communications Representative	L	7/1/2024	\$10,024	\$10,522	\$11,051	\$11,709	\$12,419
		1/1/2025	\$10,275	\$10,785	\$11,327	\$12,002	\$12,729
Aviation Associate Properties Representative	L	7/1/2024	\$10,024	\$10,522	\$11,051	\$11,709	\$12,419
		1/1/2025	\$10,275	\$10,785	\$11,327	\$12,002	\$12,729
Aviation Construction Projects Specialist	L	7/1/2024	\$9,724	\$10,213	\$10,719	\$11,333	\$11,982
		1/1/2025	\$9,967	\$10,468	\$10,987	\$11,616	\$12,282
Aviation Facilities Maintenance Manager	K	7/1/2024	\$15,973	\$16,769	\$17,608	\$18,666	\$19,787
		1/1/2025	\$16,372	\$17,188	\$18,048	\$19,133	\$20,282
Aviation Information Technology Manager	K	7/1/2024	\$15,973	\$16,769	\$17,608	\$18,666	\$19,787
		1/1/2025	\$16,372	\$17,188	\$18,048	\$19,133	\$20,282
Aviation Marketing Manager	K	7/1/2024	\$15,973	\$16,769	\$17,608	\$18,666	\$19,787
		1/1/2025	\$16,372	\$17,188	\$18,048	\$19,133	\$20,282
Aviation Planning & Development Manager	K	7/1/2024	\$15,973	\$16,769	\$17,608	\$18,666	\$19,787
		1/1/2025	\$16,372	\$17,188	\$18,048	\$19,133	\$20,282
Aviation Project Coordinator	L	7/1/2024	\$8,700	\$9,139	\$9,590	\$10,166	\$10,777
		1/1/2025	\$8,918	\$9,367	\$9,830	\$10,420	\$11,046
Aviation Security Manager	K	7/1/2024	\$15,973	\$16,769	\$17,608	\$18,666	\$19,787
		1/1/2025	\$16,372	\$17,188	\$18,048	\$19,133	\$20,282
Aviation Security Superintendent	K	7/1/2024	\$13,863	\$14,552	\$15,285	\$16,199	\$17,176
		1/1/2025	\$14,210	\$14,916	\$15,667	\$16,604	\$17,605
Aviation Senior Marketing and Communications Representative	L	7/1/2024	\$12,026	\$12,624	\$13,265	\$14,056	\$14,895
		1/1/2025	\$12,327	\$12,940	\$13,597	\$14,407	\$15,267

<u>Job Title</u>	<u>Unit</u>	<u>Effective</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Aviation Senior Properties Representative	L	7/1/2024	\$11,709	\$12,294	\$12,913	\$13,684	\$14,508
		1/1/2025	\$12,002	\$12,601	\$13,236	\$14,026	\$14,871
Aviation Senior Supervising Properties Representative	K	7/1/2024	\$14,894	\$15,639	\$16,421	\$17,402	\$18,450
		1/1/2025	\$15,266	\$16,030	\$16,832	\$17,837	\$18,911
Aviation Super Marketing & Communications Representative	K	7/1/2024	\$13,531	\$14,208	\$14,913	\$15,812	\$16,760
		1/1/2025	\$13,869	\$14,563	\$15,286	\$16,207	\$17,179
Aviation Supervising Properties Representative	K	7/1/2024	\$13,531	\$14,208	\$14,913	\$15,812	\$16,760
		1/1/2025	\$13,869	\$14,563	\$15,286	\$16,207	\$17,179
Chief Engineer	K	7/1/2024	\$18,672	\$19,607	\$20,585	\$21,823	\$23,130
		1/1/2025	\$19,139	\$20,097	\$21,100	\$22,369	\$23,708
Chief Wharfinger	K	7/1/2024	\$16,510	\$17,335	\$18,199	\$19,291	\$20,451
		1/1/2025	\$16,923	\$17,768	\$18,654	\$19,773	\$20,962
Commercial Real Estate Manager	K	7/1/2024	\$15,721	\$16,510	\$17,335	\$18,374	\$19,479
		1/1/2025	\$16,114	\$16,923	\$17,768	\$18,833	\$19,966
Commercial Representative V	L	7/1/2024	\$13,204	\$13,863	\$14,552	\$15,429	\$16,358
		1/1/2025	\$13,534	\$14,210	\$14,916	\$15,815	\$16,767
Communications Assistant	L	7/1/2024	\$8,741	\$9,177	\$9,638	\$10,208	\$10,823
		1/1/2025	\$8,960	\$9,406	\$9,879	\$10,463	\$11,094
Contract Compliance Officer	L	7/1/2024	\$9,954	\$10,452	\$10,971	\$11,627	\$12,324
		1/1/2025	\$10,203	\$10,713	\$11,245	\$11,918	\$12,632
Contract Compliance Supervisor	K	7/1/2024	\$12,585	\$13,211	\$13,872	\$14,702	\$15,589
		1/1/2025	\$12,900	\$13,541	\$14,219	\$15,070	\$15,979

<u>Job Title</u>	<u>Unit</u>	<u>Effective</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Deputy Port Attorney II	J	7/1/2024	\$14,601	\$15,324	\$16,096	\$17,062	\$18,087
		1/1/2025	\$14,966	\$15,707	\$16,498	\$17,489	\$18,539
Deputy Port Attorney III	J	7/1/2024	\$16,872	\$17,713	\$18,602	\$19,719	\$20,897
		1/1/2025	\$17,294	\$18,156	\$19,067	\$20,212	\$21,419
Deputy Port Attorney IV	J	7/1/2024	\$18,955	\$19,900	\$20,897	\$22,151	\$23,479
		1/1/2025	\$19,429	\$20,398	\$21,419	\$22,705	\$24,066
Deputy Port Attorney V	J	7/1/2024	\$21,865	\$22,960	\$24,106	\$25,554	\$27,087
		1/1/2025	\$22,412	\$23,534	\$24,709	\$26,193	\$27,764
Eng Special Project Administrator	K	7/1/2024	\$15,443	\$16,214	\$17,027	\$18,048	\$19,135
		1/1/2025	\$15,829	\$16,619	\$17,453	\$18,499	\$19,613
Executive Assistant	L	7/1/2024	\$8,519	\$8,945	\$9,390	\$9,955	\$10,546
		1/1/2025	\$8,732	\$9,169	\$9,625	\$10,204	\$10,810
Executive Assistant (CAS Div)	I	7/1/2024	\$8,519	\$8,945	\$9,390	\$9,955	\$10,546
		1/1/2025	\$8,732	\$9,169	\$9,625	\$10,204	\$10,810
Executive Assistant II	L	7/1/2024	\$9,076	\$9,528	\$10,008	\$10,607	\$11,241
		1/1/2025	\$9,303	\$9,766	\$10,258	\$10,872	\$11,522
Executive Legal Secretary I	I	7/1/2024	\$8,890	\$9,341	\$9,804	\$10,394	\$11,019
		1/1/2025	\$9,112	\$9,575	\$10,049	\$10,654	\$11,294
Executive Legal Secretary I	L	7/1/2024	\$8,890	\$9,341	\$9,804	\$10,394	\$11,019
		1/1/2025	\$9,112	\$9,575	\$10,049	\$10,654	\$11,294
Executive Legal Secretary II	L	7/1/2024	\$9,954	\$10,452	\$10,971	\$11,627	\$12,324
		1/1/2025	\$10,203	\$10,713	\$11,245	\$11,918	\$12,632
Facilities Support Supervisor	K	7/1/2024	\$11,697	\$12,286	\$12,894	\$13,672	\$14,489
		1/1/2025	\$11,989	\$12,593	\$13,216	\$14,014	\$14,851

<u>Job Title</u>	<u>Unit</u>	<u>Effective</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
GIS/LIS Administrator	K	7/1/2024	\$11,179	\$11,735	\$12,321	\$13,058	\$13,839
		1/1/2025	\$11,458	\$12,028	\$12,629	\$13,384	\$14,185
Government Affairs Assistant	L	7/1/2024	\$8,741	\$9,177	\$9,638	\$10,208	\$10,823
		1/1/2025	\$8,960	\$9,406	\$9,879	\$10,463	\$11,094
Government Affairs Specialist	L	7/1/2024	\$11,709	\$12,294	\$12,913	\$13,684	\$14,508
		1/1/2025	\$12,002	\$12,601	\$13,236	\$14,026	\$14,871
Harbor Facilities Maintenance Manager	K	7/1/2024	\$15,973	\$16,769	\$17,608	\$18,666	\$19,787
		1/1/2025	\$16,372	\$17,188	\$18,048	\$19,133	\$20,282
Human Resources Supervisor	K	7/1/2024	\$13,531	\$14,208	\$14,913	\$15,812	\$16,760
		1/1/2025	\$13,869	\$14,563	\$15,286	\$16,207	\$17,179
IT Business Analyst I	L	7/1/2024	\$10,024	\$10,526	\$11,051	\$11,709	\$12,411
		1/1/2025	\$10,275	\$10,789	\$11,327	\$12,002	\$12,721
IT Business Analyst II	L	7/1/2024	\$11,179	\$11,735	\$12,321	\$13,058	\$13,839
		1/1/2025	\$11,458	\$12,028	\$12,629	\$13,384	\$14,185
Land Records Programmer	L	7/1/2024	\$9,506	\$9,978	\$10,476	\$11,103	\$11,769
		1/1/2025	\$9,744	\$10,227	\$10,738	\$11,381	\$12,063
Legal Assistant II	L	7/1/2024	\$8,999	\$9,451	\$9,923	\$10,517	\$11,151
		1/1/2025	\$9,224	\$9,687	\$10,171	\$10,780	\$11,430
Legal Assistant III	L	7/1/2024	\$10,302	\$10,820	\$11,365	\$12,044	\$12,769
		1/1/2025	\$10,560	\$11,091	\$11,649	\$12,345	\$13,088
Legal Office Services Clerk	L	7/1/2024	\$6,999	\$7,346	\$7,717	\$8,177	\$8,674
		1/1/2025	\$7,174	\$7,530	\$7,910	\$8,381	\$8,891
Legal Secretary I	L	7/1/2024	\$7,193	\$7,557	\$7,928	\$8,410	\$8,913
		1/1/2025	\$7,373	\$7,746	\$8,126	\$8,620	\$9,136

<b><u>Job Title</u></b>	<b><u>Unit</u></b>	<b><u>Effective</u></b>	<b><u>Step A</u></b>	<b><u>Step B</u></b>	<b><u>Step C</u></b>	<b><u>Step D</u></b>	<b><u>Step E</u></b>
Legal Secretary II	L	7/1/2024	\$8,088	\$8,487	\$8,916	\$9,455	\$10,022
		1/1/2025	\$8,290	\$8,699	\$9,139	\$9,691	\$10,273
Maintenance Management Systems Coordinator	L	7/1/2024	\$9,391	\$9,864	\$10,359	\$10,980	\$11,637
		1/1/2025	\$9,626	\$10,111	\$10,618	\$11,255	\$11,928
Management Assistant	L	7/1/2024	\$11,697	\$12,286	\$12,894	\$13,672	\$14,489
		1/1/2025	\$11,989	\$12,593	\$13,216	\$14,014	\$14,851
Manager of Airport Properties	K	7/1/2024	\$16,899	\$17,743	\$18,623	\$19,752	\$20,936
		1/1/2025	\$17,321	\$18,187	\$19,089	\$20,246	\$21,459
Manager of Utilities Administration	K	7/1/2024	\$14,601	\$15,324	\$16,096	\$17,062	\$18,087
		1/1/2025	\$14,966	\$15,707	\$16,498	\$17,489	\$18,539
Manager, Administration/Finance Services	K	7/1/2024	\$16,899	\$17,743	\$18,623	\$19,752	\$20,936
		1/1/2025	\$17,321	\$18,187	\$19,089	\$20,246	\$21,459
Manager, Business Development and International Marketing	K	7/1/2024	\$16,899	\$17,743	\$18,623	\$19,752	\$20,936
		1/1/2025	\$17,321	\$18,187	\$19,089	\$20,246	\$21,459
Manager, Debt Compliance	K	7/1/2024	\$15,779	\$16,569	\$17,391	\$18,434	\$19,541
		1/1/2025	\$16,173	\$16,983	\$17,826	\$18,895	\$20,030
Manager, Financial Planning	K	7/1/2024	\$16,872	\$17,713	\$18,602	\$19,719	\$20,897
		1/1/2025	\$17,294	\$18,156	\$19,067	\$20,212	\$21,419
Manager, Governmental Affairs	K	7/1/2024	\$16,066	\$16,869	\$17,707	\$18,771	\$19,896
		1/1/2025	\$16,468	\$17,291	\$18,150	\$19,240	\$20,393
Manager, Information Technology	K	7/1/2024	\$15,303	\$16,073	\$16,874	\$17,886	\$18,961
		1/1/2025	\$15,686	\$16,475	\$17,296	\$18,333	\$19,435
Manager, Port Purchasing	K	7/1/2024	\$15,303	\$16,073	\$16,874	\$17,886	\$18,961
		1/1/2025	\$15,686	\$16,475	\$17,296	\$18,333	\$19,435

<u>Job Title</u>	<u>Unit</u>	<u>Effective</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Manager, Project Management Services	K	7/1/2024	\$16,066	\$16,869	\$17,707	\$18,771	\$19,896
		1/1/2025	\$16,468	\$17,291	\$18,150	\$19,240	\$20,393
Maritime Develop and Business Representative	L	7/1/2024	\$12,006	\$12,628	\$13,272	\$13,974	\$14,862
		1/1/2025	\$12,306	\$12,944	\$13,604	\$14,323	\$15,234
Maritime Marketing and Commodities Representative	L	7/1/2024	\$14,894	\$15,639	\$16,421	\$17,402	\$18,450
		1/1/2025	\$15,266	\$16,030	\$16,832	\$17,837	\$18,911
Maritime Security Project Administrator	L	7/1/2024	\$11,637	\$12,225	\$12,835	\$13,606	\$14,418
		1/1/2025	\$11,928	\$12,531	\$13,156	\$13,946	\$14,778
Maritime Services Coordinator	L	7/1/2024	\$8,890	\$9,341	\$9,804	\$10,394	\$11,019
		1/1/2025	\$9,112	\$9,575	\$10,049	\$10,654	\$11,294
Media/Public Relations Manager	K	7/1/2024	\$13,567	\$14,249	\$14,963	\$15,859	\$16,810
		1/1/2025	\$13,906	\$14,605	\$15,337	\$16,255	\$17,230
Media/Public Relations Specialist	L	7/1/2024	\$11,709	\$12,294	\$12,913	\$13,684	\$14,508
		1/1/2025	\$12,002	\$12,601	\$13,236	\$14,026	\$14,871
MIS Customer Services Supervisor	K	7/1/2024	\$13,313	\$13,974	\$14,674	\$15,558	\$16,490
		1/1/2025	\$13,646	\$14,323	\$15,041	\$15,947	\$16,902
Organizational Effectiveness Manager	K	7/1/2024	\$15,721	\$16,510	\$17,335	\$18,374	\$19,479
		1/1/2025	\$16,114	\$16,923	\$17,768	\$18,833	\$19,966
Port Accounting Supervisor	K	7/1/2024	\$12,537	\$13,161	\$13,821	\$14,650	\$15,526
		1/1/2025	\$12,850	\$13,490	\$14,167	\$15,016	\$15,914
Port Assistant Human Resources Analyst	I	7/1/2024	\$8,890	\$9,341	\$9,804	\$10,394	\$11,019
		1/1/2025	\$9,112	\$9,575	\$10,049	\$10,654	\$11,294

<u>Job Title</u>	<u>Unit</u>	<u>Effective</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Port Assistant Management Analyst	L	7/1/2024	\$8,890	\$9,341	\$9,804	\$10,394	\$11,019
		1/1/2025	\$9,112	\$9,575	\$10,049	\$10,654	\$11,294
Port Associate Auditor	L	7/1/2024	\$9,776	\$10,263	\$10,777	\$11,422	\$12,107
		1/1/2025	\$10,020	\$10,520	\$11,046	\$11,708	\$12,410
Port Audit Manager	K	7/1/2024	\$14,894	\$15,639	\$16,421	\$17,402	\$18,450
		1/1/2025	\$15,266	\$16,030	\$16,832	\$17,837	\$18,911
Port Budget Coordinator	L	7/1/2024	\$12,537	\$13,161	\$13,821	\$14,650	\$15,526
		1/1/2025	\$12,850	\$13,490	\$14,167	\$15,016	\$15,914
Port Controller	K	7/1/2024	\$16,899	\$17,743	\$18,623	\$19,752	\$20,936
		1/1/2025	\$17,321	\$18,187	\$19,089	\$20,246	\$21,459
Port Contract Compliance Manager	K	7/1/2024	\$14,601	\$15,324	\$16,096	\$17,062	\$18,087
		1/1/2025	\$14,966	\$15,707	\$16,498	\$17,489	\$18,539
Port Debt Compliance Coordinator	L	7/1/2024	\$12,537	\$13,161	\$13,821	\$14,650	\$15,526
		1/1/2025	\$12,850	\$13,490	\$14,167	\$15,016	\$15,914
Port Equal Opportunity Officer	K	7/1/2024	\$15,633	\$16,414	\$17,234	\$18,267	\$19,364
		1/1/2025	\$16,024	\$16,824	\$17,665	\$18,724	\$19,848
Port ERDP Program Supervisor	K	7/1/2024	\$12,585	\$13,211	\$13,872	\$14,702	\$15,589
		1/1/2025	\$12,900	\$13,541	\$14,219	\$15,070	\$15,979
Port Facilities Security Officer	L	7/1/2024	\$13,531	\$14,208	\$14,913	\$15,812	\$16,760
		1/1/2025	\$13,869	\$14,563	\$15,286	\$16,207	\$17,179
Port Field Representative I	L	7/1/2024	\$8,741	\$9,177	\$9,638	\$10,208	\$10,823
		1/1/2025	\$8,960	\$9,406	\$9,879	\$10,463	\$11,094
Port Finance Capital Programs Coordinator	K	7/1/2024	\$12,537	\$13,161	\$13,821	\$14,650	\$15,526
		1/1/2025	\$12,850	\$13,490	\$14,167	\$15,016	\$15,914



<u>Job Title</u>	<u>Unit</u>	<u>Effective</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Port Financial Analyst	L	7/1/2024	\$9,776	\$10,263	\$10,777	\$11,422	\$12,107
		1/1/2025	\$10,020	\$10,520	\$11,046	\$11,708	\$12,410
Port Grants Coordinator	L	7/1/2024	\$9,490	\$9,965	\$10,470	\$11,095	\$11,761
		1/1/2025	\$9,727	\$10,214	\$10,732	\$11,372	\$12,055
Port Human Resources Analyst	L	7/1/2024	\$10,298	\$10,810	\$11,350	\$12,037	\$12,759
		1/1/2025	\$10,555	\$11,080	\$11,634	\$12,338	\$13,078
Port Human Resources Assistant	L	7/1/2024	\$6,999	\$7,346	\$7,717	\$8,177	\$8,674
		1/1/2025	\$7,174	\$7,530	\$7,910	\$8,381	\$8,891
Port Human Resources Operations Technician	L	7/1/2024	\$8,088	\$8,487	\$8,916	\$9,455	\$10,022
		1/1/2025	\$8,290	\$8,699	\$9,139	\$9,691	\$10,273
Port Human Resources Technician	L	7/1/2024	\$8,088	\$8,487	\$8,916	\$9,455	\$10,022
		1/1/2025	\$8,290	\$8,699	\$9,139	\$9,691	\$10,273
Port Insurance Analyst	L	7/1/2024	\$10,145	\$10,654	\$11,184	\$11,860	\$12,569
		1/1/2025	\$10,399	\$10,920	\$11,464	\$12,157	\$12,883
Port Job Researcher	L	7/1/2024	\$8,741	\$9,177	\$9,638	\$10,208	\$10,823
		1/1/2025	\$8,960	\$9,406	\$9,879	\$10,463	\$11,094
Port Land Surveyor	K	7/1/2024	\$13,264	\$13,920	\$14,617	\$15,496	\$16,426
		1/1/2025	\$13,596	\$14,268	\$14,982	\$15,883	\$16,837
Port Permit Coordinator	L	7/1/2024	\$9,954	\$10,452	\$10,971	\$11,627	\$12,324
		1/1/2025	\$10,203	\$10,713	\$11,245	\$11,918	\$12,632
Port Principal Engineer	K	7/1/2024	\$17,292	\$18,155	\$19,063	\$20,204	\$21,423
		1/1/2025	\$17,724	\$18,609	\$19,540	\$20,709	\$21,959
Port Principal Engineering Technician	K	7/1/2024	\$11,068	\$11,623	\$12,200	\$12,937	\$13,711
		1/1/2025	\$11,345	\$11,914	\$12,505	\$13,260	\$14,054

<u>Job Title</u>	<u>Unit</u>	<u>Effective</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Port Principal Programmer/Analyst	K	7/1/2024	\$13,043	\$13,692	\$14,380	\$15,242	\$16,158
		1/1/2025	\$13,369	\$14,034	\$14,740	\$15,623	\$16,562
Port Programmer/Analyst	L	7/1/2024	\$10,024	\$10,526	\$11,051	\$11,709	\$12,411
		1/1/2025	\$10,275	\$10,789	\$11,327	\$12,002	\$12,721
Port Risk Manager	K	7/1/2024	\$15,303	\$16,073	\$16,874	\$17,886	\$18,961
		1/1/2025	\$15,686	\$16,475	\$17,296	\$18,333	\$19,435
Port Senior Accountant	L	7/1/2024	\$11,421	\$11,993	\$12,594	\$13,346	\$14,148
		1/1/2025	\$11,707	\$12,293	\$12,909	\$13,680	\$14,502
Port Senior Auditor	L	7/1/2024	\$11,421	\$11,993	\$12,594	\$13,346	\$14,148
		1/1/2025	\$11,707	\$12,293	\$12,909	\$13,680	\$14,502
Port Senior Financial Analyst	L	7/1/2024	\$11,421	\$11,993	\$12,594	\$13,346	\$14,148
		1/1/2025	\$11,707	\$12,293	\$12,909	\$13,680	\$14,502
Port Senior Human Resource Analyst	L	7/1/2024	\$11,966	\$12,558	\$13,197	\$13,981	\$14,825
		1/1/2025	\$12,265	\$12,872	\$13,527	\$14,331	\$15,196
Port Senior Programmer/Analyst	L	7/1/2024	\$11,179	\$11,735	\$12,321	\$13,058	\$13,839
		1/1/2025	\$11,458	\$12,028	\$12,629	\$13,384	\$14,185
Port Senior Risk Mgmt Analyst	L	7/1/2024	\$11,421	\$11,993	\$12,594	\$13,346	\$14,148
		1/1/2025	\$11,707	\$12,293	\$12,909	\$13,680	\$14,502
Port Senior Systems Planning Analyst	L	7/1/2024	\$12,196	\$12,811	\$13,450	\$14,258	\$15,112
		1/1/2025	\$12,501	\$13,131	\$13,786	\$14,614	\$15,490
Port Staff Accountant I	L	7/1/2024	\$8,358	\$8,776	\$9,223	\$9,775	\$10,359
		1/1/2025	\$8,567	\$8,995	\$9,454	\$10,019	\$10,618
Port Staff Accountant II	L	7/1/2024	\$9,779	\$10,263	\$10,777	\$11,424	\$12,114
		1/1/2025	\$10,023	\$10,520	\$11,046	\$11,710	\$12,417

<u>Job Title</u>	<u>Unit</u>	<u>Effective</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Port Systems Planning Analyst	L	7/1/2024	\$11,026	\$11,575	\$12,148	\$12,879	\$13,647
		1/1/2025	\$11,302	\$11,864	\$12,452	\$13,201	\$13,988
Port Technical Support Analyst II	L	7/1/2024	\$9,490	\$9,965	\$10,470	\$11,095	\$11,761
		1/1/2025	\$9,727	\$10,214	\$10,732	\$11,372	\$12,055
Port Technical Support Analyst III	L	7/1/2024	\$10,723	\$11,264	\$11,826	\$12,540	\$13,284
		1/1/2025	\$10,991	\$11,546	\$12,122	\$12,854	\$13,616
Port Technical Support Analyst IV	L	7/1/2024	\$11,637	\$12,225	\$12,835	\$13,606	\$14,418
		1/1/2025	\$11,928	\$12,531	\$13,156	\$13,946	\$14,778
Port Technical Support Special II	L	7/1/2024	\$9,490	\$9,965	\$10,470	\$11,095	\$11,761
		1/1/2025	\$9,727	\$10,214	\$10,732	\$11,372	\$12,055
Port Technical Support Special III	L	7/1/2024	\$10,723	\$11,264	\$11,826	\$12,540	\$13,284
		1/1/2025	\$10,991	\$11,546	\$12,122	\$12,854	\$13,616
Principal Electrical/Mechanical Technician	L	7/1/2024	\$11,531	\$12,107	\$12,714	\$13,478	\$14,286
		1/1/2025	\$11,819	\$12,410	\$13,032	\$13,815	\$14,643
Procurement Analyst	L	7/1/2024	\$9,779	\$10,263	\$10,777	\$11,424	\$12,114
		1/1/2025	\$10,023	\$10,520	\$11,046	\$11,710	\$12,417
Programmer Analyst III	K	7/1/2024	\$12,456	\$13,077	\$13,731	\$14,551	\$15,428
		1/1/2025	\$12,767	\$13,404	\$14,074	\$14,915	\$15,814
Properties Assistant	L	7/1/2024	\$7,814	\$8,208	\$8,616	\$9,129	\$9,678
		1/1/2025	\$8,009	\$8,413	\$8,831	\$9,357	\$9,920
Risk Management Analyst	L	7/1/2024	\$10,145	\$10,654	\$11,184	\$11,860	\$12,569
		1/1/2025	\$10,399	\$10,920	\$11,464	\$12,157	\$12,883
Secretary to the Executive Director	I	7/1/2024	\$9,391	\$9,864	\$10,359	\$10,980	\$11,637
		1/1/2025	\$9,626	\$10,111	\$10,618	\$11,255	\$11,928

<u>Job Title</u>	<u>Unit</u>	<u>Effective</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Senior Airport Noise Abatement Specialist	L	7/1/2024	\$11,052	\$11,606	\$12,187	\$12,913	\$13,689
		1/1/2025	\$11,328	\$11,896	\$12,492	\$13,236	\$14,031
Senior Aviation Project Manager	L	7/1/2024	\$14,837	\$15,579	\$16,360	\$17,342	\$18,379
		1/1/2025	\$15,208	\$15,968	\$16,769	\$17,776	\$18,838
Senior Commercial Real Estate Representative	L	7/1/2024	\$11,709	\$12,294	\$12,913	\$13,684	\$14,508
		1/1/2025	\$12,002	\$12,601	\$13,236	\$14,026	\$14,871
Senior Maritime Accounts/Budget Analyst	L	7/1/2024	\$11,476	\$12,053	\$12,655	\$13,410	\$14,215
		1/1/2025	\$11,763	\$12,354	\$12,971	\$13,745	\$14,570
Senior Maritime Projects Admin	L	7/1/2024	\$13,204	\$13,863	\$14,552	\$15,429	\$16,358
		1/1/2025	\$13,534	\$14,210	\$14,916	\$15,815	\$16,767
Senior Port Strategic Planner	L	7/1/2024	\$12,456	\$13,077	\$13,731	\$14,551	\$15,428
		1/1/2025	\$12,767	\$13,404	\$14,074	\$14,915	\$15,814
Senior Pricing & Contracts Analyst	L	7/1/2024	\$11,476	\$12,053	\$12,655	\$13,410	\$14,215
		1/1/2025	\$11,763	\$12,354	\$12,971	\$13,745	\$14,570
Senior Procurement Analyst	L	7/1/2024	\$11,421	\$11,993	\$12,594	\$13,346	\$14,148
		1/1/2025	\$11,707	\$12,293	\$12,909	\$13,680	\$14,502
Special Assistant to the Director of Maritime	K	7/1/2024	\$16,066	\$16,869	\$17,707	\$18,771	\$19,896
		1/1/2025	\$16,468	\$17,291	\$18,150	\$19,240	\$20,393
Supervisor, Asset Management, Budget & Financial Analysis	K	7/1/2024	\$13,204	\$13,863	\$14,552	\$15,429	\$16,358
		1/1/2025	\$13,534	\$14,210	\$14,916	\$15,815	\$16,767
Training/Development Specialist	L	7/1/2024	\$10,835	\$11,381	\$11,945	\$12,664	\$13,426
		1/1/2025	\$11,106	\$11,666	\$12,244	\$12,981	\$13,762

<u>Job Title</u>	<u>Unit</u>	<u>Effective</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Utility Business Administrator	K	7/1/2024	\$11,421	\$11,993	\$12,594	\$13,346	\$14,148
		1/1/2025	\$11,707	\$12,293	\$12,909	\$13,680	\$14,502
Workers' Compensation Admin	K	7/1/2024	\$14,464	\$15,188	\$15,953	\$16,910	\$17,923
		1/1/2025	\$14,826	\$15,568	\$16,352	\$17,333	\$18,371
Workers' Compensation Analyst	L	7/1/2024	\$10,145	\$10,654	\$11,184	\$11,860	\$12,569
		1/1/2025	\$10,399	\$10,920	\$11,464	\$12,157	\$12,883
Workers' Compensation Claims Technician	L	7/1/2024	\$8,088	\$8,487	\$8,916	\$9,455	\$10,022
		1/1/2025	\$8,290	\$8,699	\$9,139	\$9,691	\$10,273
Workforce Development Manager	K	7/1/2024	\$13,567	\$14,249	\$14,963	\$15,859	\$16,810
		1/1/2025	\$13,906	\$14,605	\$15,337	\$16,255	\$17,230

\* All Local 21 represented classifications work 37.5 hours per week.

## EXHIBIT B – MANAGEMENT LEAVE

<b>Job Title</b>	<b>Rep Unit</b>
Airport Business Manager	K
Airport Security/ID Supervisor	K
AP Noise Abate/Envir Aff Supv	K
AP Operations Mgr, Airside	K
AP Operations Mgr, Landside	K
AP Ops Supt, Airside	K
AP Ops Supt, Landside	K
AP Parking Operations Supt	K
AP Tech Commun Supervisor	K
Assistant Director of Aviation	K
Aviation Facilities Maint Mgr	K
Aviation Information Technology Manager	K
Aviation Marketing Manager	K
Aviation Planning & Dev Mgr	K
Aviation Security Manager	K
Aviation Security Supt	K
Aviation Sr Super Prop Rep	K
Aviation Super Mkt & Comm Rep	K
Aviation Super Prop Rep	K
Chief Engineer	K
Chief Wharfinger	K
Commercial Real Estate Mgr	K
Contract Compliance Supervisor	K
Eng Special Proj Administrator	K
Facilities Support Supervisor	K
Harbor Facilities Maint Mgr	K
Human Resource Supervisor	K
Manager, Debt Compliance	K
Media/Public Relations Manager	K

<b>Job Title</b>	<b>Rep Unit</b>
Mgr of A/P Properties	K
Manager of Utilities Administration	K
Mgr, Admin/Finance Services	K
Mgr, Bus Devel and Intl Mrktng	K
Mgr, Financial Planning	K
Mgr, Governmental Affairs	K
Mgr, Information Technology	K
Mgr, Port Purchasing	K
Mgr, Project Management Svcs	K
MIS Customer Services Supvsr	K
Organizational Effectvness Mgr	K
Port Accounting Supervisor	K
Port Audit Manager	K
Port Contract Compliance Mgr	K
Port Controller	K
Port Equal Opportunity Officer	K
Port ERDP Program Supervisor	K
Port Finance Capital Prog Coor	K
Port Land Surveyor	K
Port Principal Engineer	K
Port Principal Prog/Analyst	K
Port Risk Manager	K
Sup,Asset Mgmt,Budg & Fin Anal	K
Utility Business Administrator	K
Workforce Development Manager	K
Deputy Port Attorney II	J
Deputy Port Attorney III	J
Deputy Port Attorney IV	J
Assist Contract Compliance Off	L
Assist Secretary of the Board	L
Assist to the Exec Director	L
Assoc Aviation Project Manager	L

<b>Job Title</b>	<b>Rep Unit</b>
Aviation Assoc Mkt & Comm Rep	L
Aviation Assoc Prop Rep	L
Aviation Senior Prop Rep	L
Aviation Sr Mkt and Comm Rep	L
Commercial Rep V	L
Contract Compliance Officer	L
Executive Legal Secretary II	L
Government Affairs Specialist	L
Land Records Programmer	L
Management Assistant	L
Maritime Develop and Bus Rep	L
Maritime Mktg and Commod Rep	L
Media/Public Relations Speclst	L
Port Budget Coordinator	L
Port Debt Compliance Coord	L
Port Facilities Security Off	L
Port Permit Coord	L
Port Senior Accountant	L
Port Senior Auditor	L
Port Senior Financial Analyst	L
Port Senior Programmer/Analyst	L
Port Senior Risk Mgmt Anl	L
Port Sr Human Resource Analyst	L
Port Staff Accountant II	L
Programmer Analyst III	L
Procurement Analyst	L
Senior Aviation Proj Mgr	L
Senior Port Strategic Planner	L
Senior Procurement Analyst	L
Sr Commercial Real Estate Rep	L
Sr Maritime Projects Admin	L
Training/Developmnt Specialist	L
Secretary to the Exec Director	I