

MEMORANDUM OF UNDERSTANDING

Between

WESTERN COUNCIL OF ENGINEERS

and

PORT OF OAKLAND

January 1, 2018 – June 30, 2022

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WESTERN COUNCIL OF ENGINEERS
AND
PORT OF OAKLAND**

In accordance with provisions of the Meyers-Milias-Brown Act, the Board of Port Commissioners of the City of Oakland, hereinafter referred to as the "Port", has granted formal recognition to the Western Council of Engineers, hereinafter referred to as "Western Council", as the majority representative of the following employee organizational unit:

1. All represented employees, which include employees appointed to the classifications set forth herein marked as Exhibit "A" by the adoption of Port Resolution No. 20555 on August 18, 1971; and, Port Resolution No. 20144 on April 4, 2000, in accordance with Port Ordinance 1688.

The representatives of Western Council 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 Western Council for ratification.

It is understood that the provisions herein set forth supersede previous Memoranda of Understanding between the Port and Western Council and incorporate previously implemented items in such previous Memoranda to the extent applicable and necessary. The provisions of this Memorandum 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 strengthen the morale of Port service; improve communications between employees and management; conserve manpower, materials and supplies; improve quality of workmanship and services; eliminate waste; promote safe working conditions; and encourage good public relations.

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Article 1. DIRECT PAY FOR SERVICES

Article 1.A. Salary

Article 1.A.1. Cost of Living Adjustment

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%).

There will be no COLA increases for represented employees who receive a "Below Expectations" or "Unacceptable" Overall Rating on their most recent probationary or annual performance appraisal.

The parties also agree to be bound by all the terms and conditions of the Letter of Understanding signed by the parties and attached as Exhibit "C".

Article 1.A.2. Step Adjustment

Subject to the terms and conditions of this MOU, salary adjustments will be made within the salary range for employee classifications in five increments, referred to as Steps "a" through "e". Step "b" shall be five percent (5%) more than Step "a", Step "c" shall be five percent (5%) more than Step "b", Step "d" shall be six percent (6%) more than Step "c", and Step "e" shall be six percent (6%) more than Step "d". See Exhibit A for Salary Schedule.

Article 1.A.3. Field Assignments

Represented employees who are regularly assigned by the Division Director to work in the field on a straight-time work schedule of forty (40) hours per week shall be compensated such that their effective hourly pay rate shall be equal to that of equal Step and classification of those who are assigned to work in the office on a straight-time work schedule of thirty seven and one-half (37.5) hours per week. Said salary schedule shall be reflected in Exhibit "A" contained herein and made a part hereof.

Article 1.A.4. Additional License Incentives

Civil and Supervising Civil Engineers who have received authorization to use the title "Structural Engineer" from the State of California and the Port Electrical/Mechanical and Port Supervising Electrical/Mechanical Engineers who have received either an Electrical or Mechanical Professional Registration from the State of California in addition to that required by their respective job specifications shall receive an additional six (6%) above their regular salary rate.

Junior and Assistant Civil Engineers and Junior and Assistant Port Electrical/Mechanical Engineers who have received professional registration from the State of California as Civil, Electrical or Mechanical Engineers shall receive an additional six (6%) percent above their regular salary rate.

Represented employees in the Engineer classifications who have obtained any of the following additional Professional Licenses, in addition to the license required for their respective position, will be paid an additional six (6%) percent above their regular salary rate: Civil, Electrical, Mechanical, Structural, Geotechnical, Architect, and Traffic. Any represented employees who do not maintain their registration/certification will automatically waive their ability to receive such additional compensation.

Herein defined professional registration pay incentives shall not be part of the salary schedule as published herein, but in addition thereto.

Engineering Project Managers who have received a Certification of Registration as a professional engineer or architect issued by the State of California shall receive additional compensation in the amount of 4.9% above the regular salary rate for Engineering Project Managers.

Other represented employees who have professional registration from the State of California in engineering or science in addition to that required by their respective job specifications will receive an additional six percent (6%) above their regular salary rate only for any periods of time when they are assigned to a project(s) that requires the use of the additional registration as determined by the Division Director. Such individuals, when assigned to such projects will submit a request through their Department Manager to the Division Director for approval of the additional 6%." In no event shall an employee receive additional compensation for more than one additional license under this Article.

Article 1.B. Height Premium Pay

Represented employees who are required to work on cranes and vessels, at heights over 40 feet, shall receive a height premium of six percent (6%) above their regular salary rate, for actual time spent above ground, in not less than one-quarter (1/4) hour increments, but in no instances shall the premium be for less than one (1) hour.

Article 1.C. Performance Pay Increases

Article 1.C.1. Criteria for Step Increases

All represented employees who are paid at Step "b" shall advance to Step "c" 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 "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).

Article 1.C.2. 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 or retired before receiving full payment of their premium, shall be paid the balance of that earned Merit Pay premium in one lump sum at the earliest feasible pay period following the Executive Director's approval of the promotional appointment or retirement. In the case of retirement, the parties understand that this lump sum payment will not be PERSable (i.e. counted towards base salary or final compensation for CalPERS retirement calculation).

Article 1.D. Meal Pay

An employee 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 rate set forth above.

Article 1.E. Shift Differential Calculation

Shift Differential Calculation. 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%).

Article 1.F. 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.

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.

Article 1.G. Deferred Compensation Program

If and when the Port adopts a program for providing contributions towards an employee's Deferred Compensation Program for units I,J,K, and L (formerly known as D and E) at the Port, this same benefit will be extended to the members of WCE.

Article 1.H. (New Article) – Call Back Pay

A minimum of four (4) hours of pay at time and one-half (1½) will be paid to employees called back to work for other than their regular hours of work. This shall not apply to extension of time worked beyond regular work hours. Subject to management approval, if an issue can reasonably be resolved over the phone, text, or email that does not require the employee to return to work, the Port shall compensate the employee for a minimum of one (1) hour overtime for the event.

Article 2. RETIREMENT PLAN

Article 2.A. Contributions

The Port shall contribute, 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 in accordance with applicable state law.

The Port agrees to pick up the employee's normal contribution to PERS ("employer paid member contribution" or "EPMC").

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.

The Port agrees to report the Port's payment of the EPMC as special compensation in accordance with Government Code Section 20023(c)(4) commencing July 1, 1995 and ending on June 30, 2013.

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 or 8% percent, whichever is greater, in accordance with the Public Employees' Pension Reform Act of 2013.

Article 2.B. Optional Benefit

Under the Public Employees Retirement System, the Port provides optional benefits. The Human Resources Department should be consulted for a current list of optional benefits.

Article 3. 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 which would provide spousal life insurance at \$25,000 and \$10,000 for each dependent at the employee's cost, payable as a deduction from the employee's compensation, at rates established by the Port's insurance carrier for as long as same is available to the Port by the insurance industry.

Article 4. HEALTH PLAN INSURANCE, FLEXIBLE BENEFITS & MEDICAL BUYBACK

Article 4.A. Medical Plans

Article 4.A.1. Port Contribution

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 Bay Area Region, at the rates available through the Public Employees' Retirement System's health benefit plans. 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.

Article 4.A.2. Choice of Plan

The Port contracts with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees.

If an employee chooses to participate in a PERS health plan, which is more expensive than the PERS Kaiser Bay Area 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 premiums.

Article 4.A.3. Additional Dependents

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.

Article 4.B. Retiree Medical, Vision and Dental Benefits

Article 4.B.1. Port Contribution

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's health benefit plans. 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 shall be made monthly from the date of retirement until the retiree ceases to participate in the PERS medical program. The payments shall be made for eligible Port retirees and their eligible dependents in accordance with the provisions of the Public Employees Retirement Law of the State of California. These and the following 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.

The Port shall provide dental and vision care benefits for retirees and their dependents equal to the benefits provided to active employees.

Article 4.B.2. Choice of Plan

If an eligible Port retiree chooses to participate in a PERS health plan, which is more expensive than the PERS Kaiser Bay Area 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.

Article 4.B.3. Additional Dependents

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.

Article 4.B.4. Dental, Vision Benefits and New Medical Vesting Schedule For New Employees

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 WCE, as stated in Exhibit C of this Memorandum of Understanding.

Article 4.C. Flexible Benefits

The Port shall provide a Flexible Benefits Program consistent with Internal Revenue Service Code Section(s) 125 and/or 129. Under this program an employee may set aside from their salary pretax dollars to pay for unreimbursed health care expenses such as deductibles, co-payments, glasses, contact lenses, dental work and prescription drugs. Pre-tax dollars may also be set aside for

dependent care expenses and costs for child-care, care for a disabled spouse and care for an incapacitated parent, which enable the employee and/or his/her spouse to work or attend school on a full-time basis.

In the event that the Port elects to change service providers for the Flexible Benefits Program a committee shall be convened to select a new provider and shall include at least one representative from WCE.

Article 4.D. Medical Coverage Buyback

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 PERS Kaiser Bay Area California health plan monthly premium, at the appropriate single, double or family rate, in cash from the Port, on a monthly basis (cash in lieu), upon the Port having received proof of alternative coverage.

Article 5. 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. The Port will provide coverage in the established Port vision care plan B with a \$10.00 deductible.

Article 6. DENTAL COVERAGE

Employees under this Memorandum of Understanding shall be entitled to the same dental and orthodontia coverage as currently provided by the Port for management and unrepresented employees.

Article 7. 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.

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

Article 8. VACATIONS AND COMPENSATORY TIME

Article 8.A. 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.

Article 8.B. Right to Take Accrued Leave

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

Article 8.C. Deferred Vacation

Unused vacation leave may be deferred from year to year only to the extent of one (1) year's accrual, or paid off in December, except as otherwise approved by the Director of Human Resources for up to two (2) year's accrual balance to be used within the following twelve (12) month period. .

Article 8.D. 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 8.E. Compensatory Time Off

Any represented employee 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.

Article 9. HOLIDAYS

The following days of each year are designated as holidays:

- (a) January 1, known as "New Year's 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 4th, known as "Independence Day",
- (g) The first Monday in September, known as "Labor Day",
- (h) September 9th, known as "California Admission Day",
- (i) November 11, known as "Veterans Day",
- (j) The Thursday in November appointed as "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 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 25th, 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.

Article 10. SICK LEAVE

Article 10.A. Buyback Upon Termination

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; provided, however, that said payment shall not exceed the equivalent of fifty (50) days pay at the then current rate. 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.

Article 10.B. Port of Oakland Attendance Program

The Port and Western Council recognize the need to establish an Attendance Program to increase the understanding between employees and supervisors regarding attendance expectations. The following sets forth the attendance standards that will be used in the Port's Attendance Program:

Article 10.B.1. Attendance Standards

Absence is any time an employee is scheduled to but does not report or leaves work after reporting for reasons not associated with department operations. This excludes unauthorized leave when an employee is not scheduled to work.

Sick leave must be for valid reasons such as: illness or disability of employee or immediate family medical appointments for employee or immediate family and personal leave. However, the Port does not allow a certain number of sick days each year to be used however the employee wishes.

Other absences include those, which are beyond the employee's immediate control (usually of an emergency nature) and make coming to work impossible (not just inconvenient or difficult).

An employee's record will be reviewed by the supervisor and the department manager when absent hours equal forty (40) hours and three (3) or more occurrences of absence charged to sick leave in the past twelve (12) month period. The purpose of this review is to determine whether an attendance problem may be present and if so, the appropriate steps, including a conference with the employee, needed to correct it. It is understood that exceeding forty (40) hours per year is not in itself a problem, but merely a tool to review the reason for absences.

Judgment must be applied to the individual case. There is no set number of absent days that automatically- makes an employee's attendance record a good record or a bad record. Each case must receive individual analysis and consultation. Supervisors must do their utmost to apply good managerial skills in determining good, satisfactory and unsatisfactory attendance. Good performance on the job becomes unsatisfactory because of frequent absences. Some of the factors which should be considered when evaluating attendance performance are: number of days absent, number of occurrences, reasons for absences, total number of sick leave days accrued as compared with current rate of utilization and absence frequency, and the existence of an absence pattern.

Article 10.B.2. Attendance Plan for Improvement

If an employee fails to meet the attendance standards after the supervisor's and manager's review, the following Attendance Plan for Improvement will be implemented:

1. Coaching and Counseling
2. Medical Verification of Sick Leave Absence and Documentation in Employee's Personnel File
3. Suspension for Failure to Provide Medical Verification
4. Termination

Article 10.B.3. Employee Assistance Program (EAP)

The Port will provide represented employees with Employment Assistance Program services under the Port's EAP. These will include confidential counseling and referral services and wellness information.

Article 10.B.4. Incentives

Article 10.B.4.i. Accumulation and Conversion of Sick Leave

For employees working more than half-time: If you have accumulated at least sixty (60) days of sick leave on July 1st of the fiscal year, you may prior to August 1st of the following fiscal year exercise one of the following options for sick leave earned, but not used during the fiscal year:

- Accumulate sick leave credits.
- 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 of 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.

Article 10.B.4.ii. Sick Leave Bonus

If an employee's sick leave balance has increased by the number of days detailed below, between July 1st and June 30th of one fiscal year, the employee will receive the bonus amounts detailed below:

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

Article 10.C. Sick Leave for Immediate Family and Domestic Partnerships

Family Illness. Each employee who is otherwise eligible to take sick leave may, in the event of serious illness in his/her immediate family, take a maximum of ten (10) working days of accumulated sick leave in any calendar year. Such family sick leave shall be charged against an employee's accumulated sick leave credits.

For the purposes of this section 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 purpose. Immediate family as used herein includes the "step" relationships of the above-described family members, respectively (e.g. stepmother, stepfather, stepson, etc.), except with respect to domestic partnerships.

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

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.

Article 11. ON-THE-JOB INJURY LEAVE

Article 11.A. Workers' Compensation

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, for a total of ninety (90) calendar days, 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.

Article 11.A.1. New Employee

An 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, for a total of sixty (60) calendar days, without any charge against his/her accumulated 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.

Article 11.A.2. Fraudulent Claims

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

Article 11.A.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, and shall not exceed six (6) scheduled work weeks without the mutual agreement of both parties. Pay during the light duty assignments shall be commensurate equal to the employees pay in his/her classification prior to the injury.

Article 12. EMPLOYEE HANDBOOK

The Employee Relations Officer (Human Resources Manager) will maintain at various work locations throughout the Port a handbook containing pertinent personnel rules, procedures and policies in effect at the Port for easy reference by employees and supervisors. 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.

Article 13. 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.

Article 14. 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.

Article 15. PAYMENT OF PROFESSIONAL REGISTRATION FEES

The Port shall reimburse all represented employees 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. Reimbursement shall also be paid to any represented employee for a State of California registration as a Professional Geologist.

Article 16. MAINTENANCE OF PROFESSIONAL STANDARDS

Article 16.A. Information Dissemination

The Port and Western Council 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, Western Council 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; and conduct one seminar annually which contributes to the professional development of its members.

Article 16.B. Conferences, Seminars and Meetings

The Port and Western Council 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.

Article 16.C. Professional Societies and Associations

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

Article 16.D. Professional Development Expenditure

Upon presentation of proof of purchase that specifically identifies the purchase, an employee shall be eligible for reimbursement for expenses incurred for Professional Development, not to exceed \$1,100 for the contract period beginning January 1, 2018, \$1,100 for the contract period beginning July 1, 2019, \$1,100 for the contract period beginning July 1, 2020, and \$1,100 for the contract period beginning July 1, 2021.. Employees may choose to submit a request that the Port make payment for an approved professional development expenditure directly to the provider.

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 may not 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. Unused portions from any year may be carried forward to fund future anticipated expenditures provided, however, no portion shall be carried over beyond the duration of this Memorandum of Understanding. Otherwise, any funds not used within a fiscal year shall be forfeited.

Electronic devices such as laptops, mobile phones and/or tablets will not be considered 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.

The Port shall provide a detailed reason in writing for any request that is denied within twenty (20) work days of receipt. If the Port does not respond to the request, the request shall be deemed approved.

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

Article 17. ADVANCEMENT OF EMPLOYEES IN PORT ENGINEER CLASSIFICATIONS

Employees in Junior job classifications shall automatically be promoted to the Assistant classification provided that they successfully complete the eighteen (18) month probationary period in the Junior classification. Upon department head recommendation, an employee in a Junior classification may be promoted to the Assistant classification at the end of twelve (12) months. In such an event, the remaining probationary period shall be waived and the probationary period shall be deemed completed. Possession of an Engineering-In Training (EIT) Certificate is required for Junior Engineers to advance to the Assistant Engineer classification.

Upon department head recommendation, employees in Port Assistant Engineer job classifications may be promoted to the Port Associate Engineer classification provided that they meet all minimum qualifications for the Associate level and have received at least three consecutive Meets Expectations (or better) evaluations from his/her supervisor.

Article 18. LIMITED DURATION ASSIGNMENTS

Notwithstanding the provisions of any prior agreements between WCE and the Port regarding Limited Duration Assignments, the following terms shall apply for limited duration assignments made prior to and during the term of this MOU. Except as otherwise stated herein, employees who are hired for Limited Duration Appointments will be covered by the terms of this MOU and treated the same as permanent Civil Service positions during the term of their appointment.

Article 18.A. Establishment of Limited Duration Positions

The purpose of limited duration positions is to meet a need in the Engineering or another Division that is related to a program, project or other requirement that is not of a long term nature (greater than seven years) or whenever a department requires emergency assistance because of a special project, sick leave or vacation relief, or temporary increase in the workload and when the Division Director determines that the work would be best performed by creating a position that would last only for a limited duration (not to exceed seven years). Such Limited Duration Positions would be established only after meeting and conferring with WCE and subject to mutual agreement with WCE and shall be specifically tied to a special project or program. Both parties understand the need for flexibility in creating and filling LDA positions. The individual assigned to the LDA would either directly perform the limited duration work or to backfill regular Port employee(s) assigned to perform the limited duration work.

Article 18.B. Term of Limited Duration Assignments

Positions that support the Port's Capital Improvement Program may be filled for a limited duration period not to exceed seven (7) years subject to the following:

Limited Duration Appointments. Whenever a limited duration position is established, appointments of a limited duration may be made to the position from an appropriate eligible list for the duration of such specified work. If a permanent employee is off duty without pay and needs to be temporarily replaced, a limited duration appointment may be made during the time of the leave of absence. The acceptance or rejection by a candidate of this type of appointment shall not affect the candidate's standing on the eligible list. The request and certification shall specifically state the purpose of the appointment as well as the date which such appointment shall terminate.

Should the purpose or project for which a Limited Duration Appointment expire or have its funding rescinded, the Limited Duration Appointment may be terminated before the stated termination date, provided a notice of at least 30 days is given, except in the instance where said employee is being terminated for cause.

Upon completion of a limited duration assignment, an employee with a limited duration appointment may be reassigned to another limited duration assignment, but in no event will the cumulative total of said assignments exceed seven (7) years.

All Limited Duration Appointments require the approval of the Port's Executive Director. The length of all Limited Duration Assignments and any reassignments also require the approval of the Port's Executive Director.

Article 18.C. Leave of Absence to Fill Limited Duration Assignments

An employee appointed to a permanent civil service position will be granted a leave of absence without pay when said employee chooses to accept a limited duration appointment offered by the Port. An employee taking said leave of absence without pay shall have the right to reinstatement to the permanent position which he/she vacated. Any employee, who fails to return to perform his/her regular permanent duties on or before the date indicated in his/her leave, may be terminated.

The permanent civil service position vacated by an employee taking a leave of absence to accept a limited duration appointment shall be filled as a limited duration assignment during the period of the leave of absence from said position by the incumbent until the leave of absence has been completed.

Article 18.D. Seniority Credits

Seniority credits which shall accrue for an employee appointed to a limited duration assignment may not be used to effect a lay-off of an employee with fewer seniority credits appointed to a permanent civil service assignment. However, such seniority credits earned while filling a limited duration assignment shall be credited to the employee upon appointment to the same or lower classification of a permanent civil service assignment.

Article 18.E. Assignment of Limited Duration Appointments to Permanent Positions

Except as provided for in Article 18.D above, when a permanent civil service position becomes vacant, employees in Limited Duration Appointments at or higher than the vacant position's classification will be given first consideration for filling the vacancy. All employees in Limited Duration Assignments who are at or higher than the vacant position's classification will be invited to an interview for the purpose of creating an eligible list to fill the vacancy. Interviews shall be conducted by the Division Director and/or his/her Division designee and a panel established by the Division Director. The panel shall make recommendations to the Division Director regarding selection of a candidate. If no Limited Duration Appointment employees are selected, then the position may be filled from valid promotional, transfer or open eligible lists created according to the civil service process. Limited Duration Assignment employees will be included in civil service examinations as promotional candidates upon satisfactory completion of nine (9) months of active service following their initial appointment or six (6) months of active service following a promotional appointment.

Article 18.F. Limited Duration Assignments and Rotation of Permanent Positions

Before determining that a job assignment will be made as a Limited Duration Assignment or will be filled through the rotation of a permanent position into that job assignment, the Division Director and/or his/her designee will meet with representatives from the Western Council of Engineers. Generally, priority for job assignments will be given to permanent positions, but the final decision will be made in the best interests of the Port.

Article 19. 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 Western Council advised of financial planning by the Board of Port Commissioners, which contemplates the reduction of personnel represented by Western Council. In the event that a reduction in force is required, it shall be carried out in accordance with the Civil Service Rules 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 Port unique 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.
4. In a recall from layoff, the last person laid off shall be the first person recalled.

It is understood that from time to time it is necessary and in the best interest of the Port to supplement the Port's engineering staff with temporary agency workers or consultants to meet peak work load 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 work load 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 section apply in the event of a City of Oakland reduction in force which may affect Port employees.

Article 20. GRIEVANCE PROCEDURE AND ARBITRATION

Article 20.A. 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 thereunder.
- (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.

Article 20.B. Procedure

Step 1:

- (a) Informal Discussion - The employee or the Western Council representative may present the grievance orally to the immediate supervisor within seven (7) calendar days of the occurrence of the dispute or within seven (7) calendar days from such time as the employee or Western Council should reasonably have been aware of the occurrence.
- (b) Formal Submission - Should the grievance remain unresolved, the employee or Western Council representative may submit the grievance in writing to the immediate supervisor within the seven (7) calendar days from the oral presentation of the grievance to the supervisor. The grievance shall state the specific section of the Memorandum of Understanding, or the Personnel Rules alleged to be violated or the disciplinary action taken thereunder, 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 Western Council representative within seven (7) calendar days of the formal submission of the grievance.

Step 2 Appeal to Department Head - Should the grievance remain unresolved, the employee or Western Council representative may, within seven (7) calendar days of receipt of the supervisor's decision, submit the grievance in writing to the department head. The department head or his/her designated representative shall respond to the grievance in writing within seven (7) calendar days after receipt of the grievance.

Step 3 Employee Appeals Officer - Western Council staff representative - Should the grievance remain unresolved, the employee or Western Council representative may, within seven (7) calendar 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 Western Council Representative within seven (7) calendar days of submission and attempt to resolve the dispute.

Step 4 Civil Service Board - Arbitration - Should the grievance remain unresolved, within fourteen (14) calendar days of said meeting either party 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 Conciliation Service. Alternatively, in the case of a grievance concerning discharge or disciplinary action against an employee, the Western Council or employee may elect to submit such grievance to the Civil Service Board, instead of to an arbitrator. In the event that Western Council 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.

Article 20.C. Time Limits

Time limits prescribed in Section 2 above may be extended by mutual agreement of the parties. Failure by the employee or Western Council 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.

Article 20.D. 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.

Article 20.E. Consolidation

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

Article 20.F. Disciplinary Actions

No employee shall be placed in non-pay status while engaged in the "Skelly" procedure.

Article 21. FLEX TIME

The Port has implemented a flex time program for certain departments within the Port in accordance with the procedures set forth in Exhibit "B" attached hereto and by reference made a part hereof. The program will be continued during the term of this Memorandum.

Employees who are regularly assigned by the Division Director to work in the office will be given the option to work a 40-hour work week, subject to his/her Department Head's approval. Employees desiring to work a 40-hour work week must give 30 days advance notice of the request to work a 40-hour work week. All employees who receive approval to work a 40-hour work week must continue to work a 40-hour work week for at least six (6) months before requesting a change back to a 37.5-hour work week

Denials of flex schedules may be appealed to the Division Director within five (5) working days of the denial.

While flex time is not authorized for those with field assignments, the work day for field people should begin at the same time that the contractor, or other activity for which a field person is involved, begins but not earlier than 7 a.m.

Article 22. DISTRIBUTION OF INFORMATION

Article 22.A. 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.

Article 22.B. Board Agenda and Minutes

Each Board of Port Commissioners meeting Agenda shall be given to the Chapter President of Western Council for review sufficiently in advance of each meeting date.

Article 23. 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. 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 24. PERSONNEL FILE PROVISIONS

Personnel File: It is agreed that employees will be given a copy of entries of a derogatory nature when they are placed in their official personnel files. Derogatory entries in an employee's official personnel file are evaluated in terms of the seriousness of the action(s) or incident(s) described and the recency and repetitiveness of such action(s) or incident(s) for use in disciplinary proceedings. Entries describing action(s) or incident(s), which are of, minor significance and/or which are not recent and/or which have not been repetitive will receive more limited consideration in disciplinary proceedings. 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 Personnel Department twice per year and may make copies, at their own 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 Western Council of Engineers 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.

Article 25. PERSONAL PROTECTIVE EQUIPMENT

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 \$247.50 (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.

Article 26. 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 27. CONTRACT TERM

This Memorandum shall become effective January 1, 2018, subject to the adoption by the Board of Port Commissioners of implementing ordinances or resolutions, and shall remain in full force and effect for a period of 54 months, through 11:59 p.m. June 30, 2022.

Article 28. EMPLOYEE PERFORMANCE EVALUATIONS

To establish as much consistency as possible in performance evaluations, all performance evaluations for represented employees below Supervising Engineer, Port Environmental Assessment Supervisor and Port Environmental Compliance Supervisor shall be presented in draft form to the department head for review and concurrence prior to being presented to the represented employee. Similarly, performance evaluations for Supervising Engineers, Port Environmental Assessment Supervisor, and Port Environmental Compliance Supervisor shall be reviewed in draft form by the Division Director. Performance evaluations shall otherwise be prepared in accordance with the Port's Performance Appraisal Policy and Procedure for Employees in Units D, E, and H (AP412) as adopted by the Board on May 19, 1998 or as later revised. At the request of either the Port or WCE, the Parties shall meet and confer on any proposed changes to the procedures for preparing performance evaluations, including but not limited to, weighting and scoring of evaluation criteria and components.

Performance evaluations shall be done on an annual basis in two cycles with a deadline of either June 1 or December 1, as described below. An extension of time may be granted for extenuating circumstances beyond the control of the appraiser, upon approval of the Executive Director or his/her designee. If a performance evaluation is delinquent, the appraiser shall not be eligible for an "Exceeds Expectations" or "Outstanding" Overall Rating on his/her own appraisal for the same evaluation period. A maximum of one additional overall rating point shall be deducted from the appraiser's final Overall Rating score for one (1) or more additional delinquent appraisals, in proportion to the number of delinquencies.

Represented employees are entitled to an Employee Performance Evaluation which outlines progress and performance in his/her classification. The Employee Performance Evaluation shall primarily serve as a means whereby, (1) an employee may regularly review his/her performance with his/her supervisor, (2) for ascertaining and encouraging the improvement in service by an employee, and (3) for providing effective supervision of an employee.

The Performance Evaluations for probationary and permanent employees shall be made in accordance with the provisions of this Agreement and the established Personnel Rules and Procedures of the Port of Oakland.

A permanent employee receiving a short of standard or unacceptable overall annual Performance Evaluation shall thereafter receive the Employee Performance Evaluation at least semi-annually until an acceptable level of performance is achieved, or it is clear that the employee will not obtain an acceptable level of performance, in which case the employee shall be reverted to his/her prior classification or terminated if there was no prior classification.

The determination for eligibility for COLA shall be based on the last annual performance evaluation with an evaluation due date on or before June 1, representing at least six (6) months of work within a 12 month period.

Article 29. GENERAL PROVISIONS

Article 29.A. Reciprocity Clause

If, during the life of this Memorandum of Understanding, the Port agrees through the meet and confer process to more favorable terms regarding wages, health benefits or retirement with any other labor organization in a new MOU (not one currently in existence), the Port will grant those more favorable terms to all represented employees covered by this MOU.

Article 29.B. Purpose

It is the purpose of this Memorandum of Understanding to promote and provide harmonious relations, cooperation and understanding between management and the represented employees covered herein; to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under this Agreement; and to set forth the full and entire understanding of the parties, reached as a result of meeting and conferring in good faith regarding wages, hours and other terms and conditions of employment of the represented employees covered hereby.

Article 29.C. Recognition

The Port recognizes Western Council as the exclusive recognized bargaining representative for all Port employees in classifications assigned to the Professional-Engineering Unit, and the Professional Scientists and Planners unit 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 Western Council of their representation. The Port shall also notify Western Council when any new employee is hired who is represented by Western Council.

Article 29.D. Port-Western Council 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 Western Council, 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.

Article 29.D.1. Discrimination Prohibited

Neither the Port nor the Western Council shall discriminate in any way on account of race, creed, religion, sex, national origin, political affiliation, sexual orientation, age, mental or physical disability, marital status or medical condition as provided by law. The Port shall not discriminate against any employee because of Western Council membership.

Article 29.D.2. Dues Deduction

The Port shall deduct, monthly, the amount of Western Council regular and periodic dues and service fees as may be specified by the Western Council under the authority of an authorization card furnished by the Port and signed and dated by the employee.

Said deduction, together with a written statement of the names and amounts deducted, shall be forwarded promptly to the designated Western Council office.

Western Council Security. All represented employees employed as of July 1, 2001 and thereafter shall, as a condition of continuing employment with the Port and, in the case of a newly hired employee, within thirty (30) calendar days of employment, execute a payroll deduction authorization form as furnished by the Port, and thereby pay to the Western Council a service fee, or, in the case of employees who certify that they are members 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 Port, and thereby pay sums equal to service fees to (1) Oakland Public Library Association, (2) Friends of the Oakland Public Library, (3) Friends of the Oakland Parks and Recreation, and (4) the Oakland Museum Association.

Upon seven (7) days' notice to the Port from the Western Council that an employee described above has failed to maintain the employee's current service fee payments or has failed to maintain the employee's current charitable contribution payments to one of the four (4) charities designated above, then the Port shall (1) counsel the employee of the employee's obligation under this provision, and (2) inform the employee that further failure to maintain the appropriate payments may subject the employee to discharge.

The service fee payment shall be established annually by the Western Council, provided that such agency shop service fee will be used by the Western Council only for the purposes of collective bargaining, contract administration and pursuing matters affecting wages, hours and other terms and conditions of employment.

Annually, the Western Council will provide an explanation of the fee and sufficient financial information to enable the service fee payer to gauge the appropriateness of the fee. The Western Council will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker not chosen by the Western Council and will make provisions for an escrow account to hold amounts reasonably in dispute while challenges are pending.

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

Article 29.D.3. Bulletin Board Space

The Port shall provide reasonable space on bulletin boards for official Western Council notices at each central work area.

Article 29.D.4. Meeting Space

The Port shall reasonably make available conference rooms and other meeting areas for the purpose of holding Western Council meetings during off-duty time periods. Western Council shall provide timely notice of such meetings. Western Council agrees to pay any additional costs of security, supervision, damage, and clean up and shall comply with Port regulations for assignment and use of such facilities.

Article 29.D.5. Interoffice Mail Service

Western Council shall be allowed reasonable use of Port interoffice mail service for the distribution of non-controversial written materials for the information of representatives, officers and members.

Article 29.D.6. Western Council Access to Work Locations

Western Council officers and representatives shall be granted reasonable access to employee work locations, upon the consent of the department head or his/her designated representative, for the purpose of contacting members concerning business within the scope of representation.

Article 29.D.7. Representatives

The Port and Western Council agree that good labor relations are fostered and maintained through prompt, decisive and fair adjustment of individual grievances at the lowest possible administrative level.

Article 29.D.7.i. Number of Representatives

Western Council will select a reasonable number of representatives from among all represented employees. Western Council shall provide a current list of representatives, regularly updated, to the Port, showing the employee name, classification, department and work location.

Article 29.D.7.ii. Scope of Representatives

A Western Council representative may represent any represented employee at the appropriate step of the grievance procedure concerning a dispute of the rights of a member under the terms of this Memorandum within the scope of representation. A representative shall have the right, upon the request of the employee involved, to represent such employee in a review of the employee's performance evaluation. Such right of representation does not include the initial discussion between the employee and the supervisor who prepared the evaluation, but it is clearly understood that each employee has the right thereafter to request a review of his/her performance evaluation with Western Council representation.

Article 29.D.7.iii. Representative Time Off

A representative or Western Council officer shall be allowed reasonable time off with pay for the purposes set forth in 7(b) above, subject to the concurrence of his/her department head.

Article 29.E. Management Rights

Article 29.E.1. No Strike Clause.

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

Article 29.E.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.

Article 29.E.3. Contracting

Article 29.E.3.i. 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.

Article 29.E.3.ii. 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 WCE with summary information on the projects and services planned for contracting out at least thirty (30) calendar days prior to any final decision made by the Board of Port Commissioners to contract the work.

Article 30. **SAFETY COMMITTEE**

A representative from Western Council shall participate on the Port's existing safety committee.


Article 31. **PARKING**

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.

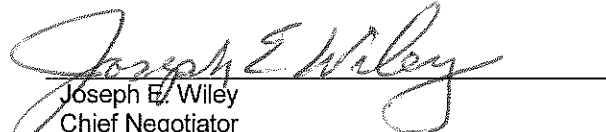
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this _____ day of Oct. 10, 2018.

WESTERN COUNCIL OF ENGINEERS
Meet and Confer Representative

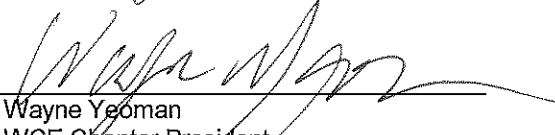
PORT OF OAKLAND
Meet and Confer Representative



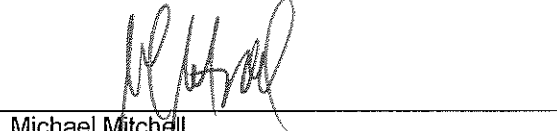
Nancy Watson
Chief Negotiator



Joseph E. Wiley
Chief Negotiator



Wayne Yeoman
WCE Chapter President



Michael Mitchell
Director of Human Resources

WCE Negotiations Team:
Barry MacDonnell
Parm Sandhu
Desmond DeMoss
Thanh Vuong

Port Negotiations Team:
Stacie Chestnut
Christopher Boucher

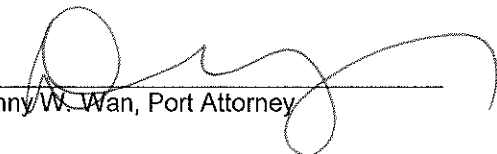
The above Memorandum of Understanding is hereby ratified and confirmed executed this 2nd day of November, 2018.

CITY OF OAKLAND, a municipal corporation acting by and through its Board of Port Commissioners,

By 

J. Christopher Lytle, Executive Director

Approved as to form and legality this 2nd day of November, 2018.



Danny W. Wan, Port Attorney

Resolution No. 18-94



CAS

NEGOTIATIONS 2017-2018

HUMAN RESOURCES
LABOR RELATIONS

WCE

TENTATIVE AGREEMENT

DATE: June 29, 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 and any other articles where the term "Port Performance Premium" may appear. In addition to the above, delete the following Article 1.C.2 in its entirety:

~~All represented employees with a current annual performance evaluation of "Meets Expectations" (or better) shall receive premium (Port Performance Premium) pay in the amount of one and one-half percent (1.5%) of their annual base salary if and when the Port meets its operating ratio and revenue goals as defined and determined by the Board of Port Commissioners on an annual basis. This Port Performance Premium pay will not be an adjustment of base salary. For those represented employees with a performance evaluation date of June 1, as hereinafter defined, the Port Performance Premium pay will be made in six (6) equal monthly installments commencing on the earliest feasible pay period following Board approval of the "audit of Port financial statements". The Port will notify WCE within five calendar days of the annual decision of the Port Commissioners as to their operating ratio and revenue goals for the fiscal year. The Port will provide WCE with information as to how the operating ratio and goals are defined and determined. For those represented employees with a performance evaluation date of December 1, as hereinafter defined, the premium pay will be made in six (6) monthly installments commencing in the following January. 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 Board's approval of the promotional appointment.~~



CAS
HUMAN RESOURCES
LABOR RELATIONS

NEGOTIATIONS 2017-2018
WCE

In exchange, the Port will make the following: i) a one-time only, non-base building payment of \$1,500; and, ii) effective each January beginning in 2018 and ending in 2022, and upon the first day of the pay period associated with January 1 of each corresponding year, a one day of "use it or lose it", non-cashable, and non-accruable leave that must be used by December of the same year (except that, for the one day leave granted in calendar year 2022, it 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) Miscellaneous

Within six months of concluding labor negotiations for the successor memoranda of understanding, the Port and WCE agree that they will jointly discuss the issues of professional certifications and their value to the Port, professional licenses for non-Engineering classifications, as well as the use of cell phones in the field for represented employees.

4) Tentative Agreements

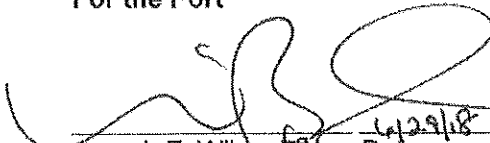
All previously signed and executed tentative agreements between the Port and Western Council of Engineers shall be incorporated into the successor Memorandum of Understanding. All outstanding proposals to which there is no Tentative Agreement or which are not addressed above are to be withdrawn or deemed denied.

5) Recommendation to Principals

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

For the Port

For Western Council of Engineers


Joseph E. Wiley
Chief Negotiator
Date 6/29/18

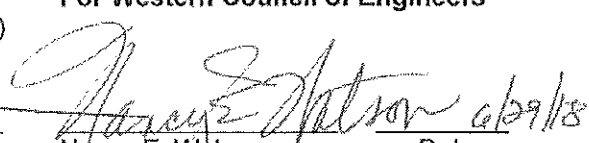

Nancy E. Watson
Executive Director
Date 6/29/18

EXHIBIT "A" SALARY SCHEDULE

	Effective	Step A	Step B	Step C	Step D	Step E
37.5 HRS						
Associate Port Strategic Planner	1/1/2018	9,021	9,474	9,947	10,548	11,174
	1/1/2019	9,382	9,853	10,345	10,970	11,621
	1/1/2020	9,663	10,149	10,655	11,299	11,970
	1/1/2021	9,953	10,453	10,975	11,638	12,329
37.5 HRS						
Engineering Project Manager	1/1/2018	10,789	11,329	11,892	12,610	13,365
	1/1/2019	11,221	11,782	12,368	13,114	13,900
	1/1/2020	11,558	12,135	12,739	13,507	14,317
	1/1/2021	11,905	12,499	13,121	13,912	14,747
40 HRS						
Engineering Project Manager	1/1/2018	11,509	12,085	12,685	13,451	14,257
	1/1/2019	11,969	12,568	13,192	13,989	14,827
	1/1/2020	12,328	12,945	13,588	14,409	15,272
	1/1/2021	12,698	13,333	13,996	14,841	15,730
37.5 HRS						
Industrial Hygienist	1/1/2018	10,548	11,073	11,624	12,323	13,059
	1/1/2019	10,970	11,516	12,089	12,816	13,581
	1/1/2020	11,299	11,861	12,452	13,200	13,988
	1/1/2021	11,638	12,217	12,826	13,596	14,408
37.5 HRS						
Port Assistant Engineer (Civil Work)	1/1/2018	8,486	8,910	9,357	9,917	10,511
	1/1/2019	8,825	9,266	9,731	10,314	10,931
	1/1/2020	9,090	9,544	10,023	10,623	11,259
	1/1/2021	9,363	9,830	10,324	10,942	11,597
40 HRS						
Port Assistant Engineer (Civil Work)	1/1/2018	9,049	9,507	9,978	10,578	11,213
	1/1/2019	9,411	9,887	10,377	11,001	11,662
	1/1/2020	9,693	10,184	10,688	11,331	12,012
	1/1/2021	9,984	10,490	11,009	11,671	12,372
37.5 HRS						
Port Assistant Engineer (Electrical/Mechanical Work)	1/1/2018	8,486	8,910	9,357	9,917	10,511
	1/1/2019	8,825	9,266	9,731	10,314	10,931
	1/1/2020	9,090	9,544	10,023	10,623	11,259
	1/1/2021	9,363	9,830	10,324	10,942	11,597

	Effective	Step A	Step B	Step C	Step D	Step E
40 HRS						
Port Assistant Engineer (Electrical/Mechanical Work)	1/1/2018	9,049	9,507	9,978	10,578	11,213
	1/1/2019	9,411	9,887	10,377	11,001	11,662
	1/1/2020	9,693	10,184	10,688	11,331	12,012
	1/1/2021	9,984	10,490	11,009	11,671	12,372
37.5 HRS						
Port Assistant Environmental Planner	1/1/2018	7,828	8,215	8,625	9,146	9,691
	1/1/2019	8,141	8,544	8,970	9,512	10,079
	1/1/2020	8,385	8,800	9,239	9,797	10,381
	1/1/2021	8,637	9,064	9,516	10,091	10,692
40 HRS						
Port Assistant Environmental Scientist	1/1/2018	8,349	8,762	9,200	9,756	10,337
	1/1/2019	8,683	9,112	9,568	10,146	10,750
	1/1/2020	8,943	9,385	9,855	10,450	11,073
	1/1/2021	9,211	9,667	10,151	10,764	11,405
37.5 HRS						
Port Associate Engineer (Civil Work)	1/1/2018	9,725	10,212	10,719	11,363	12,047
	1/1/2019	10,114	10,620	11,148	11,818	12,529
	1/1/2020	10,417	10,939	11,482	12,173	12,905
	1/1/2021	10,730	11,267	11,826	12,538	13,292
40 HRS						
Port Associate Engineer (Civil Work)	1/1/2018	10,377	10,887	11,434	12,125	12,850
	1/1/2019	10,792	11,322	11,891	12,610	13,364
	1/1/2020	11,116	11,662	12,248	12,988	13,765
	1/1/2021	11,449	12,012	12,615	13,378	14,178
37.5 HRS						
Port Associate Engineer (Electrical/Mechanical Work)	1/1/2018	9,725	10,212	10,719	11,363	12,047
	1/1/2019	10,114	10,620	11,148	11,818	12,529
	1/1/2020	10,417	10,939	11,482	12,173	12,905
	1/1/2021	10,730	11,267	11,826	12,538	13,292
40HRS						
Port Associate Engineer (Electrical/Mechanical Work)	1/1/2018	10,377	10,887	11,434	12,125	12,850
	1/1/2019	10,792	11,322	11,891	12,610	13,364
	1/1/2020	11,116	11,662	12,248	12,988	13,765
	1/1/2021	11,449	12,012	12,615	13,378	14,178

	Effective	Step A	Step B	Step C	Step D	Step E
37.5 HRS						
Port Associate Environmental Planner	1/1/2018	9,021	9,474	9,947	10,548	11,174
	1/1/2019	9,382	9,853	10,345	10,970	11,621
	1/1/2020	9,663	10,149	10,655	11,299	11,970
	1/1/2021	9,953	10,453	10,975	11,638	12,329
Part Time						
Port Associate Environmental Planner	1/1/2018	55.50	58.30	61.21	64.88	68.75
	1/1/2019	57.72	60.63	63.66	67.48	71.50
	1/1/2020	59.45	62.45	65.57	69.50	73.65
	1/1/2021	61.23	64.32	67.54	71.59	75.86
37.5 HRS						
Port Associate Environmental Planner/Scientist	1/1/2018	9,021	9,474	9,947	10,548	11,174
	1/1/2019	9,382	9,853	10,345	10,970	11,621
	1/1/2020	9,663	10,149	10,655	11,299	11,970
	1/1/2021	9,953	10,453	10,975	11,638	12,329
37.5 HRS						
Port Associate Environmental Scientist	1/1/2018	9,021	9,474	9,947	10,548	11,174
	1/1/2019	9,382	9,853	10,345	10,970	11,621
	1/1/2020	9,663	10,149	10,655	11,299	11,970
	1/1/2021	9,953	10,453	10,975	11,638	12,329
40 HRS						
Port Associate Environmental Scientist	1/1/2018	9,618	10,107	10,608	11,249	11,919
	1/1/2019	10,003	10,511	11,032	11,699	12,396
	1/1/2020	10,303	10,826	11,363	12,050	12,768
	1/1/2021	10,612	11,151	11,704	12,412	13,151
37.5 HRS						
Port Environmental Assessment Supervisor	1/1/2018	10,789	11,329	11,892	12,610	13,365
	1/1/2019	11,221	11,782	12,368	13,114	13,900
	1/1/2020	11,558	12,135	12,739	13,507	14,317
	1/1/2021	11,905	12,499	13,121	13,912	14,747

	Effective	Step A	Step B	Step C	Step D	Step E
37.5 HRS						
Port Environmental Compliance Supervisor	1/1/2018	10,789	11,329	11,892	12,610	13,365
	1/1/2019	11,221	11,782	12,368	13,114	13,900
	1/1/2020	11,558	12,135	12,739	13,507	14,317
	1/1/2021	11,905	12,499	13,121	13,912	14,747
37.5 HRS						
Port Environmental Health & Safety Specialist	1/1/2018	9,798	10,285	10,800	11,452	12,142
	1/1/2019	10,190	10,696	11,232	11,910	12,628
	1/1/2020	10,496	11,017	11,569	12,267	13,007
	1/1/2021	10,811	11,348	11,916	12,635	13,397
37.5 HRS						
Port Envir Health & Safety Super.	1/1/2018	10,667	11,203	11,763	12,468	13,219
	1/1/2019	11,094	11,651	12,234	12,967	13,748
	1/1/2020	11,427	12,001	12,601	13,356	14,160
	1/1/2021	11,770	12,361	12,979	13,757	14,585
37.5 HRS						
Port Junior Engineer (Civil Work)	1/1/2018	7,335	7,702	8,091	8,574	9,085
	1/1/2019	7,628	8,010	8,415	8,917	9,448
	1/1/2020	7,857	8,250	8,667	9,185	9,731
	1/1/2021	8,093	8,498	8,927	9,461	10,023
40 HRS						
Port Junior Engineer (Civil Work)	1/1/2018	7,828	8,215	8,625	9,147	9,695
	1/1/2019	8,141	8,544	8,970	9,513	10,083
	1/1/2020	8,385	8,800	9,239	9,798	10,385
	1/1/2021	8,637	9,064	9,516	10,092	10,697
37.5 HRS						
Port Junior Engineer (Electrical/Mechanical Work)	1/1/2018	7,335	7,702	8,091	8,574	9,085
	1/1/2019	7,628	8,010	8,415	8,917	9,448
	1/1/2020	7,857	8,250	8,667	9,185	9,731
	1/1/2021	8,093	8,498	8,927	9,461	10,023
40 HRS						
Port Junior Engineer (Electrical/Mechanical Work)	1/1/2018	7,828	8,215	8,625	9,147	9,695
	1/1/2019	8,141	8,544	8,970	9,513	10,083
	1/1/2020	8,385	8,800	9,239	9,798	10,385
	1/1/2021	8,637	9,064	9,516	10,092	10,697

	Effective	Step A	Step B	Step C	Step D	Step E
37.5 HRS						
Port Junior Environmental Planner	1/1/2018	6,804	7,142	7,507	7,951	8,428
	1/1/2019	7,076	7,428	7,807	8,269	8,765
	1/1/2020	7,288	7,651	8,041	8,517	9,028
	1/1/2021	7,507	7,881	8,282	8,773	9,299
37.5 HRS						
Port Junior Environmental Scientist	1/1/2018	6,804	7,142	7,507	7,951	8,428
	1/1/2019	7,076	7,428	7,807	8,269	8,765
	1/1/2020	7,288	7,651	8,041	8,517	9,028
	1/1/2021	7,507	7,881	8,282	8,773	9,299
37.5 HRS						
Port Supervising Engineer (Civil Work)	1/1/2018	11,318	11,888	12,478	13,231	14,024
	1/1/2019	11,771	12,364	12,977	13,760	14,585
	1/1/2020	12,124	12,735	13,366	14,173	15,023
	1/1/2021	12,488	13,117	13,767	14,598	15,474
40 HRS						
Port Supervising Engineer (Civil Work)	1/1/2018	12,073	12,680	13,313	14,110	14,957
	1/1/2019	12,556	13,187	13,846	14,674	15,555
	1/1/2020	12,933	13,583	14,261	15,114	16,022
	1/1/2021	13,321	13,990	14,689	15,567	16,503
37.5 HRS						
Port Supervising Engineer (Electrical/Mechanical Work)	1/1/2018	11,318	11,888	12,478	13,231	14,024
	1/1/2019	11,771	12,364	12,977	13,760	14,585
	1/1/2020	12,124	12,735	13,366	14,173	15,023
	1/1/2021	12,488	13,117	13,767	14,598	15,474
40 HRS						
Port Supervising Engineer (Electrical/Mechanical Work)	1/1/2018	12,073	12,680	13,313	14,110	14,957
	1/1/2019	12,556	13,187	13,846	14,674	15,555
	1/1/2020	12,933	13,583	14,261	15,114	16,022
	1/1/2021	13,321	13,990	14,689	15,567	16,503
37.5 HRS						
Water Systems Engineer	1/1/2018	9,725	10,212	10,719	11,363	12,047
	1/1/2019	10,114	10,620	11,148	11,818	12,529
	1/1/2020	10,417	10,939	11,482	12,173	12,905
	1/1/2021	10,730	11,267	11,826	12,538	13,292

EXHIBIT "B" FLEX TIME

The flex time program as herein defined will apply to all departments within which WCE represents employees.

1. Program for represented employees in departments or parts of departments as designated by their appropriate Director.

2. Hours at straight time hourly rate:

37 ½ hour work week

8 - 8 ½ hour day = 68 hours (long day)

1-7 hour day = 7 hours (short day)

1 - non-work day = 0 hours

75 hours / 2 - week period

-OR-

10 - 7 ½ hour day = 75 hour / 2 - week period (regular day)

40 hour work week

8 - 9 hour days = 72 hours (long day)

1 - 8 hour day = 8 hours (short day)

1 - non-work day = 0 hours

80 hours / 2 week period

-OR-

10 - 8 hour days = 80 hours / 2 - week period (regular day)

Optional Hours of Work (1 hour lunch)

37 ½ hour work week

Option	From	Lunch	To (Long Day)	To (Short Day)
1.	7:30 a.m.	"	5:00 p.m.	3:30 p.m.
2.	8:00 a.m.	"	5:30 p.m.	4:00 p.m.
3.	8:30 a.m.	"	6:00 p.m.	4:30 p.m.
4.	9:00 a.m.	"	6:30 p.m.	5:00 p.m.
			<u>To (Regular Day)</u>	
5.	7:30 a.m.	"	4:00 p.m.	
6.	8:00 a.m.	"	4:30 p.m.	
7.	8:30 a.m.	"	5:00 p.m.	
8.	9:00 a.m.	"	5:30 p.m.	

40 hour work week

Option	From	Lunch	To (Long Day)	To (Short Day)
1.	7:30 a.m.	"	5:30 p.m.	4:30 p.m.
2.	8:00 a.m.	"	6:00 p.m.	5:00 p.m.
3.	8:30 a.m.	"	6:30 p.m.	5:30 p.m.
4.	9:00 a.m.	"	7:00 p.m.	6:00 p.m.
			<u>To (Regular Day)</u>	
5.	7:30 a.m.	"	4:30 p.m.	
6.	8:00 a.m.	"	5:00 p.m.	
7.	8:30 a.m.	"	5:30 p.m.	
8.	9:00 a.m.	"	6:00 p.m.	

Optional Hours of Work (1/2 hour lunch)

37 ½ hour work week

Option	From	Lunch	To (Long Day)	To (Short Day)
1.	7:30 a.m.	"	4:30 p.m.	3:00p.m.
2.	8:00 a.m.	"	5:00 p.m.	3:30p.m.
3.	8:30 a.m.	"	5:30 p.m.	4:00p.m.
4.	9:00 a.m.	"	6:00 p.m.	4:30 p.m.
			<u>To (Regular Day)</u>	
5.	7:30 a.m.	"	3:30 p.m.	
6.	8:00 a.m.	"	4:00 p.m.	
7.	8:30 a.m.	"	4:30 p.m.	

40 hour work week

Option	From	Lunch	To (Long Day)	To (Short Day)
1.	7:30 a.m.	"	5:00 p.m.	4:00 p.m.
2.	8:00 a.m.	"	5:30 p.m.	4:30 p.m.
3.	8:30 a.m.	"	6:00 p.m.	5:00 p.m.
4.	9:00 a.m.	"	6:30 p.m.	5:30 p.m.
			<u>To (Regular Day)</u>	
5.	7:30 a.m.	"	4:00 p.m.	
6.	8:00 a.m.	"	4:30 p.m.	
7.	8:30 a.m.	"	5:00 p.m.	

8. 9:00 a.m. " 5:00 p.m.

8. 9:00 a.m. " 5:30 p.m.

3. Option to cover entire 2-week pay period

Option to be exercised not less than 1 week prior to start of work period.

All scheduling to be arranged with department or division head so that office is covered at all times during normal business hours.

4. If two holidays fall within a pay period, (i.e. December 24 and 25) - no flex time option.

For 37 ½ hour week, if a holiday falls within a pay period, then short day is increased to 7½ hours; and the short day is scheduled on the holiday; and 1 of long days is reduced to 8 hours.

For 40 hour week, if a holiday falls within a pay period, then short day is scheduled on the holiday.

There is no short day.

5. Vacation, compensatory time and sick leave, when taken, would be charged on an hourly basis against the hours scheduled on the day taken.

EXHIBIT "C" LETTER OF UNDERSTANDING

 ORIGINAL

LETTER OF UNDERSTANDING

BETWEEN

WESTERN COUNCIL OF ENGINEERS (WCE)

AND

THE PORT OF OAKLAND

1. All Port employees represented by WCE will forego all cost of living increases and any other salary increases scheduled in Fiscal Year 2009-2010 (beginning July 1, 2009).
2. All Port employees represented by WCE 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 WCE 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.

¹ WCE 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 WCE 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 [INSERT EFFECTIVE DATE OF RESOLUTIONS] (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").

7. The Port agrees that there will be no layoffs of members of Port employees represented by WCE 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 WCE the Intermediate Lien debt service coverage ratio monthly as it becomes available.

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 Nancy Watson
Western Council of Engineers

Dated 5/18/10

By [Signature]
Port of Oakland

Dated 5/18/10

[Signature] 6/18/10
[Signature] 6/18/10
[Signature] 6/18/10
[Signature] 6/18/10

[Signature] 5/18/10
[Signature] 6/18/10

DRAFT

EXHIBIT "D" PENSION STUDY



CAS
HUMAN RESOURCES
LABOR RELATIONS

NEGOTIATIONS 2017-2018

WCE

TENTATIVE AGREEMENT

DATE: May 11, 2018


TIME:

SIDE LETTER CONCERNING PENSION STUDY

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


For the Port

For WCE



Joseph E. Wiley
Chief Negotiator

5/11/18
Date



Nancy Watson
Chief Negotiator

5/11/18
Date

EXHIBIT "E" MERIT PAY



PORT OF OAKLAND

CAS

HUMAN RESOURCES
LABOR RELATIONS

NEGOTIATIONS 2017-2018

WCE

TENTATIVE AGREEMENT

DATE: May 11, 2018

TIME:

SIDE LETTER CONCERNING MERIT PAY

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.

For the Port

For WCE

Joseph E. Wiley
Chief Negotiator

Date

Nancy Watson
Chief Negotiator

Date

EXHIBIT "F" CATASTROPHIC LEAVE



CAS
HUMAN RESOURCES
LABOR RELATIONS

NEGOTIATIONS 2017-2018

WCE

TENTATIVE AGREEMENT

DATE: May 11, 2018

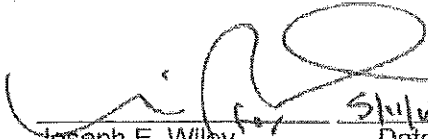
TIME:

SIDE LETTER CONCERNING CATASTROPHIC LEAVE

The Port and the Western Council of Engineers ("WCE") agree to a side letter establishing a joint work group (consisting of WCE representatives and representatives from other bargaining units) to explore the logistics of implementing a catastrophic leave bank for all Port employees.

For the Port

For WCE



Joseph E. Wiley
Chief Negotiator

5/11/18
Date



Nancy Watson
Chief Negotiator

5/11/18
Date