

MEMORANDUM OF UNDERSTANDING

between

SAN MATEO COUNTY HARBOR DISTRICT

and

OPERATING ENGINEERS LOCAL UNION NO. 3

July 1, 2018 to June 30, 2023

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Memorandum of Understanding
As Amended
between
San Mateo County Harbor District
and
Operating Engineers Union, Local 3

This Memorandum of Understanding (MOU) as amended is entered into pursuant to the provisions of Section 3500 et seq, of the Government Code of the State of California.

The San Mateo County Harbor District and the Operating Engineers Union, Local 3 have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for the Employees in said representation unit and have freely exchanged information, opinions, and proposals and have reached agreement on all matters relating to the employment conditions and Employer-Employee relations of such Employees.

This MOU shall be presented to the Board of Harbor Commissioners of the San Mateo County Harbor District as the joint recommendation of the undersigned parties for salary and Employee benefit adjustments for the five-year period commencing July 1, 2018 and ending June 30, 2023.

1. RECOGNITION

1.1 UNION RECOGNITION

Operating Engineers Union, Local 3, hereinafter referred to as the "Union" is the recognized Employee organization for the classifications listed in Section 4.1 and Section 5.1 of the MOU.

1.2 DISTRICT RECOGNITION

The General Manager, or any person or organization duly authorized by the General Manager, is the representative of the San Mateo County Harbor District, hereinafter referred to as the "District", in Employer-Employee relations.

2. UNION SECURITY

The Union agrees that it has the duty to provide fair and non-discriminatory representation to all employees in all classes in the units for which this section is applicable regardless of whether the employees are members of the Union.

1 AGENCY SHOP

All employees employed in a classification represented by Operating Engineers Local Union 3 shall, with the exception of those who are management employees as defined in District Policy 6.1.20, as a condition of employment either:

1. Become and remain a member of the Union, or:
2. Pay to the Union an agency fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law (e.g. Hudson v. Chicago Teachers Union, Local 1, Aft-C10), which shall be less than the monthly dues paid during the duration of this Memorandum of Understanding, it being understood that it shall be the sole responsibility of the Union to determine an agency fee which meets the above criteria; or
3. Do both of the following:
 - a. Present to the Union and the District General Manager a written declaration that the employee is a member of a bona-fide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
 - b. Pay a sum equal to the agency fee described above to one of three negotiated non-religious, non-labor charitable funds that are exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code.

2.2 COMPLIANCE

If any currently employed employee fails to authorize one of the above deductions within thirty (30) calendar days of hire into a classification covered by this MOU, the District shall involuntarily deduct the agency fee from the employee's paycheck. The District shall determine the timing of such automatic deductions.

2.3 FORFEITURE OF DEDUCTION

If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of Union dues, agency fee, or charity fee required by this section, no such deduction shall be made for the current pay period.

2.4 REINSTATEMENT

The provisions of 2.1 above shall not apply during periods that an employee is separated from the representation unit, but shall be re-instated upon the return of the employee to the representation unit. For the purpose of this section, the term separation includes transfer but of the representation unit, layoff, and leave of absence without pay.

2.5 RESCINDING AGENCY SHOP

In the event that employees in the representation unit vote to rescind Agency Shop, the provisions of Section 2.3 Maintenance of Membership, shall apply to dues paying members of the Union.

2.6 DISTRICT OBLIGATIONS

1. Any new employees hired into positions covered by this Memorandum of Understanding shall be provided by the District with and shall execute an "Employee Authorization for Payroll Deduction" form selecting one of the following: (1) Union Dues; (2) Agency Fee; or (3) if he/she qualifies, a fee equal to agency fee payable to one of three negotiated charities.
2. All dues and service fee deductions shall be transmitted to Local #3 in an expeditious manner.
3. All transmittal checks shall be accompanied by documentation, which denotes the employee name, social security number amount of deduction and member or fee payer status.
4. The District shall hand out agreed upon Union materials along with the Agency Shop forms.

2.7 HOLD HARMLESS AND UNION OBLIGATIONS

The Union shall indemnify, defend, and save the District harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that arise out of Sections 2,1-2.8, or action taken or not taken under these Sections as more fully described below. The Union shall keep an adequate itemized record of its financial transactions, and shall make available annual to the District and to bargaining unit members, within sixty (60) days after the end of its fiscal year, a detailed written financial report in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and treasurer, or corresponding principal officer, or by a certified public accountant.

1. The Union shall defend, indemnify and hold harmless the District and its officers and employees from any claim, loss, liability, cause of action or administrative proceeding arising out of the operation of this Article. Upon commencement of such legal action, administrative proceeding, or claim, the Union shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against the District or its officers and employees because of any application of this Article shall or shall not be compromised, resisted; defended, tried or appealed. Any such decision on the part of the Association shall not diminish the Union's defense and indemnification obligations with this MOU.

2. The District, immediately upon receipt of notice of such claim, proceeding or legal action shall inform the Association of such action, provide the Union with all information, documents, and assistance necessary for the Union's defense or settlement of such action and fully cooperate with the Union in providing all necessary employee witnesses and assistance necessary for such defense. The cost of any such assistance shall be paid by the Union;

3. The Union, upon its compromise or settlement of such action or matter shall timely pay the parties to such action all such sums due under such settlement or compromise. The Union, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order and judgment.

2.8 DUES DEDUCTION

Payroll deductions for membership dues shall be granted by the District only to the Union.

The following procedures shall be observed in the withholding of Employee earnings:

Payroll deductions shall be for a specific amount and shall be uniform as between Employee members of the Union and shall not include fines, fees, and/or assessments. Dues deductions shall be made only upon the Employees' written authorization on a payroll deduction form provided by the District.

Authorization, cancellation, or modification of payroll deduction shall be made upon forms provided or approved by the District Manager. The voluntary payroll deduction authorization shall remain in effect until employment with the District is terminated or until canceled or modified by the Employee by written notice to the General Manager. Employees may authorize dues deduction only for the union certified as the recognized representative of the unit to which such Employees are assigned.

Amounts deducted -and withheld by the District shall be transmitted to the officer designated in writing by the Union as the person authorized to receive such funds at the address specified.

The Employee's earnings must be sufficient after all other required deduction are made, to cover the amount of the deduction herein authorized. When an Employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings nor will the Employee deposit the amount with the District which would have been withheld if the Employee had been in a pay status during that period. In the case of an Employee who is in a non-pay status during a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made, In this connection, all other required deductions have priority of the Union dues deduction.

The Union shall file with the District's General Manager an indemnity statement wherein the Union shall indemnify, defend, and hold the District harmless against any claim made and against any suit initiated against the District on account of check off of Union dues or premiums for benefits. In addition, the Union shall refund to the District any amounts paid to it in error upon presentation of supporting evidence.

2.9 EMPLOYEE RIGHTS

The Union, on behalf of the Employees it represents, retains all of the rights granted to it by the Meyers-Milias-Brown Act.

2.10 UNION REPRESENTATIVES

Employees who are official representatives of the Union shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at the hearing where matters within the scope of representation or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of District services as determined by the District. Such Employee representatives shall submit a written request for excused absence to the District's General Manager at least two (2) working days prior to the scheduled meeting whenever possible, except by mutual agreement, the number of Employees excused for such purposes shall not exceed one (1) for each site.

2.11 ACCESS TO WORK LOCATIONS

Reasonable access to Employee work locations shall be granted to officers of the Union and their officially designated representatives for the purpose of processing grievances or contacting members, of the Union concerning business within the scope of representation, such officers or representatives shall not enter any work location without the consent of the District's General Manager. Access shall be

restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the Union, such as collecting dues, holding membership meeting, campaigning for office, conducting elections, and distributing literature, shall not be conducted during working hours.

2.12 USE OF DISTRICT FACILITIES

Employees of the Union or their representatives may, with the prior approval of the District's General Manager, be granted the use of District facilities for meetings of District Employees provided space is available.

The use of District equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and blackboards, is strictly prohibited, the presence of such equipment in approved District facilities notwithstanding.

2.13 BULLETIN BOARDS

The Union may use portions of District bulletin boards under the following conditions:

All materials must be dated and must identify the Union that published them. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date.

The District agrees to provide bulletin boards in reasonable locations and designate a reasonable portion thereof for Union use.

If the Union does not abide by these rules, it will forfeit its right to have materials posted on District bulletin boards.

2.14 ADVANCE NOTICE

Fourteen-day written notice shall be given to the Union and Stewards of any ordinance, rule, resolution, or regulation relating to matters within the scope of representation proposed to be adopted by the District. The Union shall be given the opportunity to meet with the District's General Manager or his designee prior to the date of the adoption. In the event of an emergency necessitating immediate action, the District's General Manager or his designated representative shall notify the Union in writing within 72 hours of the adoption by the Board and upon request meet with the Union and Stewards within 14 calendar days of the adoption.

2.15 DISTRICT RIGHTS

The rights of the District, except as modified by this Agreement include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions, and board; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its Employees; take disciplinary action; relieve its Employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which governmental operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

2.16 NO DISCRIMINATION

There shall be no discrimination based on race, creed, color, national origin, sex, sexual orientation or legitimate Union activities against any Employee or applicant for employment by the Union or by the District or by anyone employed by the District; and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established, with or without reasonable accommodation.

3. DEFINITIONS

3.1 OVERTIME

The District's workweek is Sunday through Saturday. The beginning time and day of the week of each Employee's work week will appear on a schedule posted by the District. Overtime shall be defined as all authorized (See Section 4.6.1- Authorization for Overtime) time worked by an Employee in excess of forty (40) hours in the Employee's workweek. Overtime shall be compensated at the rate of one and one-half times the Employee's regular straight-time rate of pay. Changes in a regularly scheduled work week shall not in itself cause or incur overtime.

3.2 PAID TIME OFF (PTO) PLAN

The Paid Time Off (PTO) plan is a benefit designed to provide the Employee with paid personal time away from work. PTO can be used for vacation, holidays, religious observances, personal or family business, short-term illness, health or dental appointments, or any other reason deemed appropriate by the Employee to maintain continuity of pay. PTO can be used due to emergencies or natural disasters. This PTO plan replaces the previous vacation, holiday, and sick leave programs for Employees. Eligibility begins with the first day of employment in a regular, full-time status.

3.3 PAID TIME OFF (PTO) BANK

Individual Employee account containing accrued hours designated for vacation, holiday time off, the occasional sick day, or other personal needs.

3.4 EXTENDED ILLNESS BANK (EIB)

EIB is not to be used for regular or routine medical or dental appointments for self or family unless the employee applies, qualifies and is determined to be eligible for Family Care Leave. Individual Employee accounts contain accrued hours designed for severe or long-term illness. The EIB will be used when an Employee is in one of these circumstances:

- Any medical absence from work of one (1) week (50% of the scheduled hours in a pay period) with physician's verification of illness/injury of employee or dependent minor; or
- When employee or dependent minor is admitted to a hospital or has a surgical procedure performed in a hospital or a surgery center and cannot return to work per medical direction or care for dependent minor is required; or
- Qualifies for State Disability; or
- Is eligible for Workers' Compensation benefits

3.5 CALLBACK

Anytime an Employee is called back to work outside of scheduled working hours.

3.6 STANDBY

Anytime an Employee is required to be available for duty, although not required to be on site. If required to be available for duty, an Employee shall be compensated at the equivalent base hourly pay rate and shall receive PTO for all hours accrued on Standby status.

4. SALARIES AND OTHER COMPENSATION

4.1 RATE OF PAY Refer to Appendix A

Represented employees shall receive wage increases as follows:

3.25% of base salary effective the first pay period following July 1, 2018

3.25% of base salary effective the first pay period following July 1, 2019

3.25% of base salary effective the first pay period following July 1, 2020

3.25% of base salary effective the first pay period following July 1, 2021

3.25% of base salary effective the first pay period following July 1, 2022

4.2 PAY RANGE ADJUSTMENTS

Effective on approval by the Board of Commissioners, but no later than the first full pay period following July 1, 2018, and prior to the application of the above 3.25% increase, the hourly rate of pay for the Harbor Worker B classification will be as follows:

Step 1 \$20.82/hour

Step 2 \$21.86/hour

Step 3 \$22.95/hour

Step 4 \$24.10/hour

Appendix A will provide the Classification, Wage, and Salary Schedule for each fiscal year.

4.3 Off-Salary Schedule Incentive Pay

Effective the first pay period following July 1, 2018, all bargaining unit employees on the payroll as of July 1, 2018 shall receive a one-time off salary schedule, non-PERSable payment of \$1000.00.

4.4 Additional Pay

Effective August 1, 2018, the District will provide an amount equal to 2% of base salary to each employee. Employee may direct these funds to their 457 deferred compensation account or to their flexible spending account. For the remainder of 2018, the funds can only be deposited to the 457 account.

Effective 1/1/19 and thereafter, for the duration of the contract, employees may direct the 2% to either or both accounts as they wish within the rules of the specific plans.

4.5 SHIFT DIFFERENTIAL

Shift differential pay shall be paid for regular hours worked as an additional forty cents per hour (\$.40/hr.) for regular hours worked between the hours of 5:00 p.m. to 7:00 a.m. (1700 to 0700)

4.6 OVERTIME

Overtime shall be payable for all hours worked in excess of 40 hours within an Employee's individual regular workweek, as defined in Section 3.1.

Overtime may be converted to PTO at the option of the Employee at a rate of 1 hour of overtime for 1.5 hours of PTO, except that an Employee may no longer convert overtime to PTO once the employee has accrued 240 hours (which is the equivalent of 160 hours worked).

The District shall keep a separate accounting of overtime-converted PTO, and Employees must draw from the overtime-converted PTO bank first, before drawing from other. Overtime that is accrued in the PTO bank will be paid out on June 30 of each year.

The District shall have the option of altering the working schedule in order to minimize the amount of overtime paid to Employees.

4.6.1 Overtime Authorization

The District's General Manager or his/her designated representative must authorize all overtime suffered or permitted including Holiday Overtime in writing in advance of being worked where reasonable and practical, however in any case, overtime shall be approved by employee's immediate supervisor.

4.6.2 Holiday Overtime

Overtime worked in excess of regular hours worked on a full regular shift on official holidays as recognized by the District shall be paid at a rate of twice the regular hourly rate for the employee as determined in Section 4.1, and Appendix A, of this MOU as amended.

4.7 CALLBACK

Any time an Employee is called back to work, he/she shall receive PTO for all hours worked, with a minimum of three (3) hours credit even though less time may have been worked. If the call back results in the Employee exceeding 40 hours in the work week the PTO shall be credited at the rate of 1.5 hours PTO per hour of call back, always subject to the 3 hour minimum described above.

Continuation of work beyond a previously scheduled work period is not deemed to be a call back.

The District may establish a rotation system whereby qualified Employees are given opportunity to perform call back services as required for purposes of Search and Rescue or Towing Assistance Services. Qualified Employees shall be given priority to perform such services.

5. PROMOTION STANDARDS

5.1 BASIC PROVISIONS

Deputy Harbormaster (A) - All persons employed in the capacity of Deputy Harbormaster (A) shall meet the following minimum qualifications:

A minimum of six (6) months service in the capacity of Harbor worker (B) or Deputy Harbormaster (A) (Probationary), and

Completion of Penal Code 832 Training, and

Marine Fires, Department of Boating and Waterways, or equivalent, as approved by Director of Operations; and

Cardio-Pulmonary Resuscitation (CPR), Adult and Child, One and Two Person, and

Standard First Aid, and HAZWOPER-24 Certificate

Deputy Harbormaster (B) - All persons employed in the capacity of Deputy Harbormaster (B) shall meet the following minimum qualifications: A minimum of twenty-four (24) months service in the capacity of Deputy Harbormaster (A), or comparable position or experience, and

All of the qualifications necessary for Deputy Harbormaster (A), and Completion of Boating Skills Operations, Department of Boating and Waterways, and Boating Safety and Enforcement - Basic, Department of Boating and Waterways, and Rescue Boat Operations, Department of Boating and Waterways, and Coastal Piloting & Navigation, Department of Boating and Waterways.

Assistant Harbormaster - All persons employed in the capacity of Assistant Harbormaster shall meet the following minimum qualifications:

A minimum of twenty-four (24) months service in the capacity of Deputy Harbormaster (B), or comparable position or experience, and

All of the qualifications necessary for Deputy Harbormaster (A), and All of the qualifications necessary for Deputy Harbormaster (B), and License issued by the United States Coast Guard in the Capacity of Operator of Uninspected Passenger Vessels, or higher, and Endorsement to License authorizing Commercial Towing Assistance, and one of the following courses Vessel Accident Investigation/Reconstruction, Department of Boating and Waterways, or Boating Intoxication Enforcement, Department of Boating and Waterways, or Advanced Boating Safety and Enforcement.

It is the responsibility of each Employee to maintain the currency of each license, certificate or endorsement that has an expiration date.

5.2 PROBATIONARY PERIOD

INITIAL PROBATION: All original appointments shall be subject to a probationary period lasting not less than twelve (12) months of actual service and may be extended not to exceed six (6) additional months, or as provided in Section 5.3 Training..

During or before such probationary period the Employee is expected to obtain the training and qualifications necessary to be promoted to the position as a regular permanent Employee to which the probationary appointment was made.

During the initial probationary period an employee may be rejected at any time by the General Manager without cause and without the right of appeal. The department head or facility manager shall evaluate the performance of the probationary Employee and shall submit an evaluation report to the General Manager at the end of the third and sixth month of the Employee's probationary period, or more frequently if desired by the facility department head or facility manager or General Manager.

PROMOTIONAL PROBATION: All promotional appointments shall be subject to a probationary period lasting not less than six (6) months and which may be extended not to exceed six (6) additional months; or as provided in Section 5.3 Training..

An employee promoted to a position for a probationary period, if rejected for promotion by the General Manager during that period, shall be returned to the lower job class, and reasons for the rejection shall be provided to the Employee in writing.

There shall be no appeal of the General Manager's decision to reject promotion from probation.

5.3 TRAINING

All Employees employed in the capacities of Deputy Harbormaster (A), Deputy Harbormaster (B), Harbor worker (C) Lead Maintenance Specialist, and Assistant Harbormaster shall successfully complete the required training courses for these positions to achieve minimum qualifications as set forth in Section 5.1 Basic Provisions of this Memorandum of Understanding.

The District shall make known to all Employees through direct written notification, all training courses as they become known to the District in order that the Employee and his/her supervisor may have adequate time to schedule appropriate time for training courses for the benefit of the Employee and the District.

Any Employee who, through no fault of their own, fails to complete a scheduled course or who is unable to schedule a required course within the time frame which would permit normal advancement, shall not be penalized for said non-completion.

The Employee shall receive alternative training as determined by the District, either as provided directly by the District or through comparable courses to those provided under the State Department of Boating and Waterways training program. Alternative required training shall be provided at the discretion of the District. Additionally, the Employee shall be advanced to the next pay level for a six (6) month provisional period, which shall also be a probationary period. If an Employee, through no fault of their own, is still unable to schedule a course and has otherwise successfully completed the probationary period, he/she shall remain in the provisional probationary status for an additional period not to exceed six months or until such time as he/she can schedule the required course or courses.

The total time of the "provisional probationary period" provided to schedule and complete required training shall not exceed 12 months. Advancement from provisional probationary status shall be conditioned upon successful completion of all required courses.

Should the Employee not complete the course or courses successfully within 18 months of promotion (a minimum of six months of promotional probation plus a maximum of 12 months of provisional probationary status), he/she shall be rejected from provisional probationary status and returned to the lower job class. This does not constitute a disciplinary action on the part of the District, and there is no right of appeal for rejection from provisional probationary status.

The District shall pay the direct costs of required training courses including required alternative training, including tuition, books, lodging, food, travel, etc. for

each Employee. The Employee and his/her supervisor shall schedule time off for required training.

The District shall work with its Managers and Employees to establish a roster of training courses, which would benefit the Employee and the District. Once an Employee has undertaken and passed all courses required by the District for advancement purposes, additional courses may be established for continuing education, enrichment, and other reasons to the benefit of the District and the Employee.

5.4 PROMOTIONS

Employees may be promoted from Deputy Harbormaster (A) (Probationary) to Deputy Harbormaster (A) and from Deputy Harbormaster (A) to Deputy Harbormaster (B) (Probationary) as soon as such Employee meets the qualifications required by the position. However, any step Increases in pay under this provision are effective the first day of the first pay period after the Employee's promotion date. Exceptions may be made with supervisor's recommendation and General Manager's approval. Employees shall be promoted from Deputy Harbormaster (B) to Harbor worker (C) Lead Maintenance Specialist or to Assistant Harbormaster only when a vacancy occurs. The position shall not be considered vacant if the Incumbent is utilizing PTO or is otherwise away on a temporary basis.

An Employee may be appointed as Acting Assistant Harbormaster during a prolonged, absence of an Assistant Harbormaster. During said period of Acting assignment the Employee shall be paid at the salary level of Assistant Harbormaster, Step 1, as specified in Section 4.1. or 5% above Employee's current salary level, whichever is higher.

5.5 EVALUATIONS: PERFORMANCE REVIEWS

Department heads or facility managers or the General Manager and any other immediate supervisor of an Employee shall complete annual Employee performance reviews just prior to the Employee's anniversary date, or otherwise consistent with Section 17.03 of the District's Personnel Rules and Regulations. Notwithstanding any other provision of this Memorandum of Understanding, an Employee's promotion or advancement from probationary status or from any other employment status as defined by the Harbor District's Personnel Rules and Regulations or as set forth in Section 4.1 of this Memorandum of Understanding, shall be conditioned upon satisfactory performance review for the year or probationary period preceding the date upon which promotion or advancement would otherwise occur. No Employee shall be adversely affected if his/her performance review is not completed in a timely manner as provided for elsewhere in this section.

Performance reviews will include an evaluation of achievement of performance goals agreed upon by the Employee and his/her supervisor at the start of the work period to which the performance review applies.

5.6 ADJUSTMENTS TO PAY SCHEDULE

All adjustments to pay that occur through promotion (increase in vertical range) or advancement (increase in horizontal step) shall be effective on the first day of the first pay period after the Employee's promotion or step increase date. Exceptions may be made with the supervisor's recommendation and the General Manager's approval.

5.7 PAY BASIS FOR BENEFITS AND CONTRIBUTIONS

In the event of adjustments to the salary level, including all salary increases and other adjustments to pay shall be used as the basis for CalPERS and any other plan that utilizes earnings as the basis for contributions.

6. UNIFORMS

The District shall require that each Employee wear a uniform while on duty, or when otherwise representing the District. The required uniform, along with any required uniform accessory items, shall be provided by the District, who shall provide for the cleaning, laundering and maintenance of said uniform. All uniforms and uniform accessory items provided by the District shall remain the property of the District and shall be returned when requested by the District's General Manager, or his/her designee.

The Employee shall be required to wear safety shoes whenever performing work in an industrial area of the District, or deck shoes when performing work aboard boats. The District shall reimburse the Employee for said shoes at time of initial purchase, and when replacement is required.

The Employee shall be responsible for maintaining safety shoes, deck shoes, and all uniform accessory items in good condition at all times.

A District Uniform Policy will govern the issuance of uniforms, uniform accessory items and personal safety equipment, and their replacement intervals.

7. HEALTH, WELFARE AND INSURANCE

7.1 MEDICAL

All employees covered under this MOU will be covered under the full-benefit Plan A Operating Engineers Public & Miscellaneous Employees Health and Welfare Trust fund for the duration of this MOU.

Effective the first pay period after July 1, 2018, employees shall pay 8% of the premium cost for health insurance; the District shall pay 92%

Effective the first pay period after July 1, 2019, employees shall pay 9% of the premium cost for health insurance; the District shall pay 91%

Effective the first pay period after July 1, 2020, employees shall pay 10% of the premium cost for health insurance; the District shall pay 90%

Effective the first pay period after July 1, 2021, employees shall pay 11% of the premium cost for health insurance; the District shall pay 89%

Effective the first pay period after July 1, 2022, employees shall pay 12% of the premium cost for health insurance; the District shall pay 88%

The District reserves the right to seek out and obtain comparable coverage in order to effect cost savings to the District. Any changes in plans or coverage shall require the District to meet and confer with the Union. Such changes in coverage or replacement plans shall be effective only upon the ratification of such changes by the parties to this Agreement.

Any regular, full-time employee who provides evidence of alternative health and medical insurance may opt to withdraw from the District's health and medical insurance program. If the District will affect savings as a result of not having to pay premiums for these employees who withdraw from the program, fifty percent (50%) of such savings or a maximum of \$936.00, whichever is less, shall be returned to the individual in the form of a bonus payable concurrent with regular payroll.

At such time as regulations are issued implementing the Affordable Care Act ("ACA"), the District and the union will meet to discuss the impact, if any, of such regulations on any benefit offered by the City. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefits plans covered by this MOU will be modified by the ACA during the term of this agreement, it is agreed that the District and the union will meet and confer over the impact and effect of the mandated changes.

7.2 LONGEVITY HEALTH INSURANCE PREMIUM PAYMENT PROGRAM

Any Employee hired prior to July 1, 2009, shall be entitled to continue the individual's and dependent's then existing health, dental, and vision benefits, and life insurance, at District expense, upon leaving District employment, provided that the individual meets all of the following conditions:

- The individual's total service at the time of termination, for any reason is not less than twelve (12) years;
- The individual was an Employee after January 1, 1981
- The individual was not terminated for good cause

The District shall pay the premiums or other charges for qualifying individual's continuing coverage for health; dental, vision, and life Insurance benefits pursuant to the following formula: for each two (2) months of service of an individual, the District will pay one (1) month's premium for said health and welfare benefits and one (1) month's premium for said life insurance. The premium paid shall be that to provide, at the minimum, the standard health, dental, vision, and life insurance benefits provided to the individual and/or his/her dependents at the time the individual leaves District employment, plus any additions to coverage or increased policy limits provided to continuing Employees, subject to the provisions of the insurance itself which may limit the level of continuing benefits or coverage.

Thereafter, the individual may continue the health and welfare or insurance benefits by personal payment if authorized by the respective carriers. If a qualified individual dies before the District's obligation to pay premiums expires, the District will continue to pay the applicable premiums for the individual's spouse and/or dependents, if any, until the District's obligation expires.

If any individual who is otherwise eligible for these continuing benefits obtains similar benefits through any new employment or service with a public or private entity, other than benefits provided as a self-employed individual, the premiums paid by District for said benefit shall cease permanently, regardless of the cessation of said secondary employment benefit(s).

Any qualified individual has the right to demand that the District may direct payment of the cost of the then applicable health and welfare or life insurance premiums to any other carrier or provider of the individual's choosing. Such payments shall not exceed that which the District would have paid had the individual remained in the District's available programs.

This Section is subject to revision or elimination on the basis of future actions by the legislature of the State of California or the Board of Harbor Commissioners of the San Mateo County Harbor District. Should this Section be modified or eliminated all benefits previously earned and vested shall be maintained if permitted by Law.

This Section shall be changed only after the parties "meet and confer" and such changes shall not become effective until ratified by the parties.

Employees hired on or after July 1, 2009 shall not be entitled to receive benefits from the Longevity Health Insurance Premium Program. The District will provide

information to the employees on retirement health insurance programs they may wish to purchase.

7.3 MEDICAL EXAMINATION OF EMPLOYEES

7.3.1

The District will reasonably accommodate employees who cannot perform the full range of their duties due to disability as defined in state and federal anti-discrimination law. Notwithstanding the foregoing, if the General Manager has reason to believe that an Employee is not mentally or physically competent to perform assigned duties, or may represent a risk to co-workers or the public, the General Manager may require the Employee to undergo a fitness for duty examination and to present a written report from a physician designated by the General Manager certifying the Employee's mental or physical competency to perform his or her essential job duties, with or without reasonable accommodation.

7.3.2

An Employee who has a mental or physical disability which the District cannot reasonably accommodate, based upon a physician's medical opinion and an interactive process with the Employee, may appeal to the General Manager within ten (10) days of the date of a written notice of inability to accommodate. The General Manager shall appoint a medical specialist not in the District service to conduct a second fitness for duty evaluation and to report the findings in writing. Subject to budgetary limitations, this evaluation shall be conducted at the cost of the District. If sufficient funds are not available, the evaluation shall be at the cost of the person appealing medical rejection. The General Manager will review the findings of the medical specialist, conduct a further interactive process with the employee as warranted by the second fitness for duty report, and will determine whether the Employee's disability can be reasonably accommodated. The General Manager will provide the Employee written notice of his/her determination on the appeal.

7.3.3

Failure to appeal within the appeal periods provided above shall constitute a waiver of appeal and shall cause all appeal rights for the rejection in question to be lost.

7.3.4

An Employee who has a disability that the General Manager has determined cannot be accommodated, or an Employee whose appeal under this section is denied, may request the District to provide an employment accommodation for limited duty consistent with applicable laws for a period of time not to exceed ninety (90) days. At the conclusion of the period of limited duty, the Employee shall undergo a fitness

for duty examination by a physician who shall be selected by the General Manager from a list of three physicians provided by the San Mateo County Medical Association and reviewed by the General Manager and Operating Engineers Local No. 3. The physician so selected shall be agreeable to both the General Manager and Operating Engineers Local No. 3. After reviewing the physician's fitness for duty report and conducting any further interactive process with the Employee as warranted by the report, the General Manager will determine whether the District can reasonably accommodate the Employee in his or her original job position. If the Employee cannot be accommodated in his/her original job position, and the District is unable to provide a permanent, non-limited duty employment accommodation, the General Manager shall give notice of intent to terminate employment, and if the Employee has sufficient years of service accrued, he/she may simultaneously apply for disability retirement through the Public Employees Retirement System. The Employee has the right to appeal any final notice to terminate employment through the discipline appeal procedure of this MOU.

7.4 CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CalPERS)

The District shall contract with CalPERS to provide the 2.5% @ 55 for Local Miscellaneous Members retirement plan. The District shall contribute to CalPERS at the rate required by law to maintain the Employer's contributions.

Employees Hired on or Before July 1, 2009: . Effective July 1, 2019, employees will contribute 5% of base salary as the employee's required portion of the contribution to CalPERS; effective July 1, 2020 employees will contribute 6%; effective July 1, 2021 employees will contribute 7% and effective July 1, 2022 employees will contribute 8% of base salary as the full employee contribution as determined by CalPERS.. The District will provide affected employees with a 1% of base salary non-PERSable payment effective July 1, 2019; July 1, 2020; July 1, 2021; July 1, 2022.

Contributions made pursuant to this section on behalf of the Employee shall be reported to CalPERS as "employee contributions being made by the contracting agency." The District will not treat these contributions as compensation subject to income tax withholding unless the Internal Revenue Service or Franchise Tax Board determine that such contributions are taxable and require the District to do so.

Each Employee is solely and personally responsible for any federal, state, or local tax liability of the Employee that may arise out of the implementation of this section or any penalty that may be imposed as a result.

Employees Hired Between July 2, 2009 and December 31, 2012: , All employees shall pay the full employee contribution as determined by CalPERS; the District shall not pay any portion of the required employee contribution.

New members as defined by PEPRA who are hired by the District on or after January 1, 2013 will be provided a retirement benefit formula of Miscellaneous Employees 2% at age 62 with 3-year final compensation.

For employees who are hired by the District in a miscellaneous classification on or after January 1, 2013, and who are deemed by CalPERS to be "classic" members shall pay the post 2009 employee contribution. Effective July 1, 2016 employees shall pay the full employee's share of CalPERS as determined by CalPERS through payroll withholding; the District shall not pay any portion of the required employee contribution.

8. TIME OFF ACCRUAL SYSTEM

PTO and EIB hours accrue on hours worked up to a maximum of 80 hours in a pay period. For employees hired before July 1, 2009, the accrual rates are set forth in the following tables:

8.1 PTO

Length of Service in Months	Hours Accrued Each Pay Period	Equivalent Rate/Hour
1-60	9.356	0.1169
61-120	11.218	0.1402
121-180	13.141	0.1642
181-240	15.123	0.1890
240 — onwards	17.166	0.2145

PTO can be carried over from year to year. As stated in Section 4.5, Overtime, an Employee may not convert overtime to PTO once the Employee has accrued 240 hours (160 hours worked). The District shall keep a separate accounting of overtime- converted PTO. Employees must draw from the overtime-converted PTO bank first, before drawing from other PTO. An Employee may accrue a combined total of 480 hours of overtime-converted PTO and other PTO. Employees who have more than 480 hours as of the date this Agreement is effective will receive a onetime cash payout of all PTO in excess of 400 hours within 180 days of the effective date of this Agreement. An Employee will stop earning PTO and PTO converted overtime once he or she has accrued 480 hours.

The accrual rate for employees hired on or after July 1, 2009 are set forth as follows:

Length of Service in Months	Hours accrued each pay period	Equivalent Rate/HourRRate/H
1 24	6.77	0.08
24 – 60	7.38	0.09

61 – 120	8.31	0.10
121 - 180	9.85	0.12
181 – 240	11.38	0.14
241 +	12.92	0.16

An employee will stop earning PTO and PTO converted overtime once s/he has accrued 480 hours.

8.2 EIB

Extended Illness Bank (EIB) accrual rates, based on 80 hours worked per pay period, or equivalent. EIB accrual rates shall be equivalent of 3.077 bi-weekly. There is no maximum of the number of EIB hours that may be accumulated. EIB hours accrued may be converted to service credit as permitted by law.

8.3 SCHEDULING

8.3.1 Flexible Time

The District desires and will establish a flexible working schedule that will provide the maximum time off commensurate with District's staffing requirements. The intent of this Section is to provide the District with a mechanism for developing and adopting a work schedule that provides both the Employee and the District with maximum benefits. To the extent that the above schedule is unworkable, the District reserves the right to adopt an alternate schedule, after the parties "meet and confer" and ratify any such changes made.

8.3.2 Emergencies

Employees not able to report to work because of an emergency must advise their supervisor at the earliest possible time of their inability to report to work.

8.3.3 Requests for Scheduled PTO

Accrued PTO will be granted upon approval by the Employee's Manager. Unless otherwise agreed, the Employee must request PTO at least fourteen (14) days in advance. Such requests shall not be unreasonably denied. Employees using PTO for personal emergencies or other situations where scheduling is impractical shall notify their supervisor at the earliest possible time of their inability to work.

8.3.4 Payment of PTO and EIB

The pay rate for time provided under this section (PTO and EIB) shall be at the straight time rate of pay exclusive of differentials and shall be payable on the same bi-weekly schedule as regular earnings. PTO and EIB will be paid in regular

paychecks according to the Employee's regularly scheduled number of hours of work not to exceed eighty (80) hours in any such pay period.

8.3.4.1 District observed holidays

The ten authorized holidays are:

New Year's Day	January 1
Martin Luther King's Birthday	3 rd Monday in January
President's Day	Monday in February Last
Memorial Day,	Monday in May
Independence Day,	July 4 th
Labor Day	1 st Monday in September
Veteran's Day,	November 11
Thanksgiving Day,	4 th Thursday in November
Day After Thanksgiving,	Friday in November
Christmas Day	December 25

If any of the above holidays fall on a weekend (Saturday or Sunday) the holiday shall be celebrated on the date determined by the federal or state government. Employees may elect to substitute any other recognized holiday for Christmas Eve and/or Christmas Day. Such substitution must be requested at least fourteen (14) days in advance and approval obtained from the employee's supervisor.

The District will pay those Employees who do not work on the District's holidays their regular pay and the PTO Bank will be debited accordingly. Employees who work on District Holidays, shall continue to receive holiday compensation regardless of which shift the Employees work at the rate of overtime as specified in Section 3.1 and Section 4.1; and the PTO bank will not be debited.

For calendar year 2018 only, employees received three (3) floating holidays, which can be taken at any time with a request of at least fourteen (14) days in advance and approval from the employee's supervisor. These days may not be accumulated or carried over into the next calendar year. Floating holiday hours will be accrued as three days of shift hours off. For employees covered under this MOU, observance of the holiday will occur on the actual day of the holiday. Beginning January 1, 2019, floating holidays will be replaced by the program described in Section 8.3.4.2, below.

8.3.4.2 Holiday leave

Commencing January 1, 2019, the District will pay employees who work on a District observed holiday (as in section 8.3.4.1) their hourly rate of pay. Overtime worked on a District observed holiday shall be paid at double the hourly rate.

Commencing January 1, 2019, employees will receive 100 hours of holiday leave which can be taken at any time they choose following the regular process for requesting time off. Fifty (50) of these hours will be credited to the employee with

the first full pay period of each year, and fifty (50) on with the first full pay period following July 1 of each year. Employees will not receive additional floating holidays.

These hours may not be accumulated or carried over into the next calendar year.

When an Employee elects to take PTO or EIB benefits for a day when also receiving State Disability or Workers' Compensation benefits, the District's payment shall be integrated with those benefits so that the total payment for such day equals but does not exceed the Employee's regular pay for scheduled hours.

Requests for advance payment of accrued PTO for prior approved absences of two Weeks or more will be honored if received by the Director of Finance at least two (2) weeks in advance.

Upon separation from the District or retirement, all PTO hours accrued and unused will be paid to the Employee. EIB hours (and any Continuing Education and Training [CET] hours) will not be paid upon separation. If an Employee leaves the District's employ for less than one (1) year and returns to an eligible status, EIB hours accrued prior to the Employee's departure will be reinstated.

8.3.5 Conversion of Unused Vacation Leave Balances to PTO

Accrued and unused vacation leave shall be transferred into the Employee's PTO Bank at the ratio of 1:1 for each hour of accumulated vacation.

8.3.6 Leave of Absence

The General Manager may grant regular permanent Employees a Leave of Absence without pay for a period not to exceed, one (1) year, when such leave and the reasons therefore is requested by the Employee in writing and approved by the Employee's supervisor. A Leave of Absence without pay will not become effective until such time as all accumulated PTO is taken. The Employee shall return to work promptly on completion of the leave. Failure to do so will subject the Employee to termination of employment. Service credits and benefits shall not accrue while the Employee is on Leave of Absence without pay.

8.3.7 Jury Duty

The District recognizes the civic duty of an Employee to serve on an impaneled jury. Time actually served on a jury shall not be charged against PTO unless said service exceeds two (2) weeks. Beginning on the third week all time served will be charged against the Employees PTO account.

8.3.8 Voting

The District recognizes the civic duty of an Employee to vote. Time off for voting will be granted and will not be charged against PTO.

8.3.9 Military Duty

The District recognizes the civic responsibility of an Employee to serve in the Reserve and National Guard Components. Compulsory Military Reserve or National Guard leave for regular scheduled summer training periods shall be granted in accordance with the laws of the State of California and the Federal Government. Employees called to active duty during periods of declared state or federal emergency shall be granted the appropriate leave of absence without pay.

The District will make efforts to accommodate the drilling requirements of the Employee when scheduling the Employee's work periods.

8.3.10 Maternity Leave

The District shall grant maternity leave in accordance with the laws of the State of California and the Federal Government. Should the District develop a Maternity Leave plan which is more liberal than that required by the State of California or the Federal Government, the more liberal plan will apply.

8.3.11 Family Care Leave

The District shall grant family care leave in accordance with the laws of the State of California and the Federal Government. Should the District develop a Family Care Leave plan which is more liberal than that required by the State of California or the Federal Government, the more liberal plan will apply.

8.3.12 Industrial Disability Leave

Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to disability leave while so disabled for the period of such disability to a maximum of one (1) year, or retirement, whichever occurs first. Compensation benefits shall be determined and paid in accordance with the Workers Compensation Laws of the State of California. Integration of PTO and Worker's Compensation will be in accordance with the Laws of the State of California and shall accommodate the Employee, if permitted by Law. The District reserves the right to withhold payment of any disability benefits until such time as a determination is made whether or not the illness or injury is covered by Workers' Compensation.

8.4 BEREAVEMENT LEAVE

All regular full-time or regular part-time employees who have a member of his/her immediate family taken by death shall receive up to forty (40) hours off with pay as bereavement leave to arrange and/or attend funeral activities.

"Immediate family" shall be defined as spouse, significant other, domestic partner, mother, father, mother-in-law, father-in-law, children, sister, brother, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren, and step children or immediate family members of domestic partner or significant other, and a child for whom the employee has parenting responsibilities.

If additional time is necessary, it shall be taken as PTO or unpaid leave if PTO has been exhausted with advance authorization by the appropriate Department Head.

8.4.1

The employee must notify his/her immediate supervisor upon making a determination to take Bereavement time off from work.

9. SEVERANCE

In the event that the Employee is terminated from the employ of the District because of a reduction in force, general lay-off, dissolution of the District, or other similar, non-disciplinary reason beyond the control of the Employee, said Employee shall be entitled to Severance Pay as follows:

For each year of service, the Employee shall receive an amount equal to two (2) weeks' pay, to a maximum of one (1) years pay for twenty-four (24) years' service. The Severance Pay shall be computed at the highest salary achieved by the Employee over the last three (3) years of service.

The employee shall receive all accumulated PTO.

The District will provide professional placement services to the Employee as necessary to place Employee in a similar or superior position, for a period not to exceed six (6) months.

9.1 Layoff and Re-employment

See Personnel Rules and Regulations

9.2 Transfers

Procedures for Transfer of Harbor Patrol Staff between Harbor Facilities

1. Decision to affect a transfer: The General Manager determines if a staff transfer is necessary or desirable and decides to make a transfer pursuant to District Policy.
2. Which Employee is transferred: The General Manager will first ask for volunteers, unless a specific transfer decision is necessary for

reasons of economy and efficiency pursuant to District policy or for personnel reasons. If more than one person volunteers, seniority will prevail. If no one volunteers, the least senior Employee in the classification from the facility from which the transferred Employee is to come will be transferred.

3. Retention of seniority of transferee: All Employee will retain that level of seniority within the District.
4. Assignment of Harbor Patrol work shifts: The facility manager (Harbor Master or designate), subject to General Manager's final decision, determines the shifts to be filled for each classification (DHA, DHB, HW). Shift allocations are determined based on time in grade, within the classification. The General Manager reserves the right to determine shift allocations for any or all Employees that best suits the District's needs.
5. Prescheduled vacations of Employee transferees: Any prescheduled vacations of Employees subject to transfer will be honored whenever possible. If a prescheduled vacation creates a staffing shortage at the facility to which the Employee is transferred that cannot be resolved, by various means, including overtime, the General Manager will determine vacation based on first-come, first served.
6. Impacts of transfers on training and advancement opportunities: Training and/or advancement opportunities of Employees subject to transfer to the other District harbor facility will not be compromised, limited, or otherwise diminished.
7. Employee refusal to transfer: An Employee cannot refuse a transfer. An Employee may request not to be transferred, however, but must provide a specific and sound reason for desiring not to be transferred. The General Manager, having reviewed the request with the facility managers (Harbor Masters), will make a final decision on the Employee request. If the request is accepted, the least senior Employee in the classification will be transferred.
8. Employee requests for transfer: Any Employee may request a transfer at any time. Consistent with District policy, the General Manager may approve such a transfer or not, depending upon the General Manager's determination of the District's needs and the impact of the requested transfer upon them.

10. DISCIPLINE

The District shall reserve the right to discipline any Employee, up to and including suspension or discharge, for reasons stipulated and defined in the Personnel Policies and Procedures of the District. The reasons shall include, but not be limited to: Violation of major safety rules or regulations, commission of a felony, failure to carry out a lawful order, willful negligence, willful destruction of District property, and other charges and specifications involving safety of life or property. Action may be taken by the District against Employees for engaging in unlawful strikes, individual or group slowdowns work stoppages, refusal to work when assigned, or for violating or ordering the violation of District rules or this MOU.

10.1 Appeals

If an Employee feels that he/she had been unjustly disciplined he/she shall have the right to appeal his/her case through the grievance procedure. Such appeal must be filed with the General Manager by the Employee or the Union in writing, and within five (5) business days from the date of the discipline, and unless so filed, the right of appeal is lost.

Any disciplined Employee shall be furnished the reason for his/her discipline in writing, along with any supporting documentation

11. PERSONNEL FILES

An Employee, or an Employee's representative designated in writing by the Employee, shall have access to the Employee's personnel files on request.

12. GRIEVANCE

A Grievance shall be defined as any dispute arising during the term of the MOU that involves the interpretation or application of any provision of the MOU, or the appealed discipline against an Employee. District Ordinances, Resolutions, Rules and Regulations, etc., the subject of which is not specifically covered by the MOU is not subject to grievance. Employees have the same rights as other citizens to discuss the District Ordinances, Resolutions, Rules and Regulations, etc. at public hearings and forums convened for that purpose.

12.1 Grievance Procedure

Grievances shall be heard and resolved according to the following procedure:

Any Employee who believes that he/she has a grievance shall first discuss said grievance with the Employee's immediate supervisor. Should the issue not be resolved by the immediate supervisor the Employee may directly approach the site manager for discussion and possible resolution of the grievance. This procedure

should be instituted in a timely manner, generally no later than ten (10) business days of the aggrieved incident.

If the grievance is not satisfied at the site level the Employee shall submit the grievance directly to the General Manager, in writing, who shall be required to respond to same within fifteen (15) business days. In addition to the written grievance from the Employee, the General Manager is required to obtain a written report from the respective site manager. The General Manager shall respond to the aggrieved Employee and advise him/her that the incident is being investigated.

The General Manager shall be required to adjust any grievance submitted to his attention within one (1) month of receipt. Should the grievance not be adjusted to the satisfaction of the Employee, the Employee has the right of final appeal to the Board of Harbor Commissioners convened in a special meeting and sitting as the Personnel Board of the District. The decision of the Personnel Board shall be final.

Employees have the absolute right to Union representation at all levels of the grievance procedure. No grievance resolution shall be made that violates the specific terms and conditions of employment as provided in the MOU without the agreement of the Union.

12.2 Pay Claims

All complaints involving or concerning payment or compensation shall be filed in writing within thirty (30) days of occurrence.

13. DISTRICT'S PERSONNEL POLICIES AND PROCEDURES

The District's General Manager and the Board of Harbor Commissioners are in the process of updating and systematizing the Personnel Policies and Procedures of the District. Insofar as possible, standardized procedures will be developed that will apply to all employees, including those covered by this MOU.

The General Manager shall inform the Union of any proposed changes to existing policies and procedures. Upon such notification or upon the Union claim that such proposed changes are negotiable as defined by applicable law the District agrees to "meet and confer" to the full extent of the law prior to such changes being implemented for represented employees.

14. OUTSIDE EMPLOYMENT

No regular, full-time Employee shall engage in employment that constitutes a conflict of interest for the Employee or the District. No Employee shall engage in outside employment during his/her regular working hours. No item of the uniform that identifies the Employee as an Employee of the District shall be worn while in the employment of someone other than the District.

All outside employment requires the approval of the General Manager. The Employee shall submit requests for outside employment in writing to the General Manager. The General Manager shall discuss said outside employment with the Employee to determine the potential for conflict of interest. Approval shall not be unreasonably withheld.

15. SEPARABILITY OF PROVISIONS

Should any section, clause, or provision of this MOU be declared illegal by final action of a court of competent jurisdiction, such invalidation of such section, clause, or provision shall not invalidate the remaining portions hereof, and such remaining sections, clauses, and provisions shall remain in full force and effect for the duration of this MOU.

Upon such invalidation, the parties agree to meet and confer concerning substitute provisions for those rendered or declared illegal.

16. Organization Chart – Harbor Positions; Certification Pay

The District agrees to review and amend as necessary the Organization Chart in relation to harbor positions with the intent of developing, at each facility, a Harbor Master position, an Assistant Harbor Master position, and other senior position or positions as may be appropriate, and to appropriately allocate the duties and responsibilities amongst the staff.

Section 5.0 (Promotion Standards) will be adjusted to reflect new positions, as agreed.

The District agrees to develop a list of additional certifications subject to additional pay, 0.5% of base salary per agreed certification, with a maximum of two certifications (1.0% of base salary) per employee.

The parties agree to hold the first meeting on this matter no later than July 1, 2018.

17.– RETIREMENT HEALTH SAVINGS ACCOUNT

The parties agree to discuss the matter of creating a retirement health savings account or other solutions to assist employees with the health-related expenses in retirement. The parties agree to hold the first meeting on this matter no later than September 1, or 90 days after the adoption of a successor MOU, whichever is sooner.

18. 24/7 SCHEDULE

The parties agree to discuss the matter of a 24/7 schedule for employees working at Pillar Point Harbor. The parties agree to hold the first meeting on this matter no later than September 1, 2018 or 90 days after the adoption of a successor MOU, whichever is sooner.

19. PAST PRACTICES AND PRIOR MEMORANDA OF UNDERSTANDING

Continuance of working conditions and practices not specifically authorized by Ordinance or Resolution of the Board of Harbor Commissioners is not guaranteed by this MOU as amended herein.

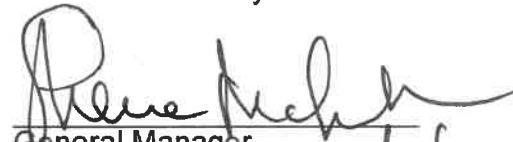
This MOU as amended herein shall supersede all existing and prior Memoranda of Understanding between the District the Union.

Made and entered into this _____

Operating Engineers Local Union No. 3

San Mateo County Harbor District


Business Manager *Rep*


General Manager


6/6/18


President

Recording–Corresponding Secretary

Treasurer

Public Employees Division – Director

OE3 SHOP STEWARDS
 6/6/2018

OE3 SHOP STEWARDS
 6-6-2018

OPERATING ENGINEERS LOCAL UNION 3
APPENDIX A

JOB TITLE	EFFECTIVE	RATE	STEP 1	STEP 2	STEP 3	STEP 4
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FY 2018-2019

ASSISTANT HARBORMASTER	First full pay pay period after July 1, 2018 Increase: 3.25%	Hourly	\$ 45.63	\$ 47.91	\$ 50.30	\$ 52.82
DEPUTY HARBORMASTER B		Hourly	\$ 35.76	\$ 37.54	\$ 39.42	\$ 41.39
DEPUTY HARBORMASTER A		Hourly	\$ 30.89	\$ 32.44	\$ 34.06	\$ 35.76
HARBOR WORKER C		Hourly	\$ 41.39	\$ 43.46	\$ 45.64	\$ 47.92
HARBOR WORKER B		Hourly	\$ 21.50	\$ 22.57	\$ 23.70	\$ 24.89

FY 2019-2020

ASSISTANT HARBORMASTER	First full pay pay period after July 1, 2019 Increase: 3.25%	Hourly	\$ 47.11	\$ 49.46	\$ 51.94	\$ 54.53
DEPUTY HARBORMASTER B		Hourly	\$ 36.92	\$ 38.76	\$ 40.70	\$ 42.74
DEPUTY HARBORMASTER A		Hourly	\$ 31.90	\$ 33.49	\$ 35.17	\$ 36.92
HARBOR WORKER C		Hourly	\$ 42.74	\$ 44.88	\$ 47.12	\$ 49.47
HARBOR WORKER B		Hourly	\$ 22.20	\$ 23.31	\$ 24.47	\$ 25.69

FY 2020-2021

ASSISTANT HARBORMASTER	First full pay pay period after July 1, 2020 Increase: 3.25%	Hourly	\$ 48.64	\$ 51.07	\$ 53.63	\$ 56.31
DEPUTY HARBORMASTER B		Hourly	\$ 38.12	\$ 40.02	\$ 42.02	\$ 44.13
DEPUTY HARBORMASTER A		Hourly	\$ 32.93	\$ 34.58	\$ 36.31	\$ 38.12
HARBOR WORKER C		Hourly	\$ 44.13	\$ 46.33	\$ 48.65	\$ 51.08
HARBOR WORKER B		Hourly	\$ 22.92	\$ 24.06	\$ 25.27	\$ 26.53

FY 2021-2022

ASSISTANT HARBORMASTER	First full pay pay period after July 1, 2021 Increase: 3.25%	Hourly	\$ 50.22	\$ 52.73	\$ 55.37	\$ 58.14
DEPUTY HARBORMASTER B		Hourly	\$ 39.36	\$ 41.32	\$ 43.39	\$ 45.56
DEPUTY HARBORMASTER A		Hourly	\$ 34.00	\$ 35.70	\$ 37.49	\$ 39.36
HARBOR WORKER C		Hourly	\$ 45.56	\$ 47.84	\$ 50.23	\$ 52.74
HARBOR WORKER B		Hourly	\$ 23.66	\$ 24.84	\$ 26.09	\$ 27.39

FY 2022-2023

ASSISTANT HARBORMASTER	First full pay pay period after July 1, 2022 Increase: 3.25%	Hourly	\$ 51.85	\$ 54.45	\$ 57.17	\$ 60.03
DEPUTY HARBORMASTER B		Hourly	\$ 40.64	\$ 42.67	\$ 44.80	\$ 47.04
DEPUTY HARBORMASTER A		Hourly	\$ 35.11	\$ 36.86	\$ 38.71	\$ 40.64
HARBOR WORKER C		Hourly	\$ 47.04	\$ 49.39	\$ 51.86	\$ 54.46
HARBOR WORKER B		Hourly	\$ 24.43	\$ 25.65	\$ 26.93	\$ 28.28