

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SEIU LOCAL 1021
AND
THE PORT OF OAKLAND**

July 1, 2011 – June 30, 2015

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION - PARTIES TO M.O.U.....	1
1.A INTRODUCTION.....	1
1.B RECOGNITION	1
1.C NOTIFICATION OF NEW CLASSIFICATIONS.....	1
1.C.1 NEW CLASSIFICATIONS.	1
1.C.2 DISPUTES OVER ASSIGNMENTS.	2
ARTICLE 2 - MANAGEMENT AND UNION RIGHTS.....	2
2.A STEWARDS	2
2.A.1 NUMBER OF STEWARDS.....	2
2.A.2 LIST OF SUPERVISORS.	2
2.A.3 SCOPE OF STEWARDS.	2
2.B UNION ELECTIONS	3
2.C ACCESS TO WORK LOCATIONS.....	3
2.D USE OF MEETING SPACE	3
2.E NOTIFICATION OF RULES	4
2.F OBLIGATIONS TO NEW EMPLOYEES	4
2.G BULLETIN BOARDS	4
2.H INFORMATION PROVIDED TO THE UNION.....	4
2.I CONTRACTING OUT	4
2.J WORK EFFORT.....	9
2.K PUBLIC RELATIONS.....	9
ARTICLE 3 - UNION SECURITY	9
ARTICLE 4 - DISCHARGE, DISCIPLINE, RESIGNATION, COACHING AND COUNSELING.....	10
4.A GOOD AND SUFFICIENT CAUSE.....	10

4.B	GROSS VIOLATIONS.....	10
4.C	PROGRESSIVE DISCIPLINE	11
4.D	COACHING AND COUNSELING	11
4.E	NOTICE OF RESIGNATION	11
4.F	EXIT INTERVIEW	11
ARTICLE 5 - GRIEVANCE PROCEDURE		12
5.A	DEFINITION	12
5.B	RESOLUTION OF GRIEVANCES	12
5.B.1	OBJECTIVE OF GRIEVANCE SECTION	12
5.B.2	ORAL PRESENTATION TO IMMEDIATE SUPERVISOR.....	12
5.B.3	FIRST STEP WRITTEN SUBMISSION TO IMMEDIATE SUPERVISOR	12
5.B.4	SECOND STEP SUBMISSION TO DEPARTMENT MANAGER	12
5.B.5	THIRD STEP SUBMISSION TO PORT.....	12
5.B.6	FOURTH STEP SUBMISSION TO ARBITRATION.....	13
5.B.7	ARBITRATOR SELECTION	13
5.B.8	ARBITRATION PROCEDURES	13
5.B.9	CLARIFICATION OF GRIEVANCES.....	13
5.C	FOURTH STEP OPTION CIVIL SERVICE OPTION IN DISCIPLINE AND DISCHARGE.....	14
5.D	EXTENSION OF TIME LIMITS.....	14
5.E	PRESENCE AT HEARINGS.....	14
5.F	WITNESSES.....	14
5.G	APPLICABLE LAW PROCEDURES.....	14
5.H	WAIVER OF TIME LIMITS.....	15
5.I	AWARD PAYMENT SCHEDULE.....	15
ARTICLE 6 - SENIORITY		15
6.A	DEFINITIONS	15
6.A.1	CLASSIFICATION SENIORITY.....	15

6.A.2	PORT DATE OF SENIORITY.....	15
6.B	SENIORITY AND BIDDING.....	15
6.B.1	VACATION LEAVE BIDDING.....	15
6.B.2	SHIFT BIDDING AND JOB BIDDING.....	15
6.C	SENIORITY AND OVERTIME.....	16
6.D	SENIORITY AND LEAVE.....	16
6.D.1	SENIORITY AND MILITARY LEAVE.....	16
6.D.2	SUSPENSION/TERMINATION OF SENIORITY FOR EMPLOYEES WHO FAIL TO RETURN TO WORK AFTER MILITARY LEAVE.....	16
6.D.3	SENIORITY AND OTHER LEAVES OF ABSENCE.....	16
6.D.4	SUSPENSION/TERMINATION OF SENIORITY FOR EMPLOYEES WHO VOLUNTARILY RESIGN.....	16
6.D.5	SUSPENSION/TERMINATION FOR EMPLOYEES WHO RETIRE.....	16
6.E	SENIORITY IN CASES OF IDENTICAL HIRING DATES.....	16
6.F	SENIORITY LISTS.....	16
	ARTICLE 7 - HIRING, LAYOFF AND REHIRING.....	17
7.A	PROBATIONARY PERIOD.....	17
7.A.1	LENGTH OF PROBATIONARY PERIOD.....	17
7.A.2	SERVICE RATINGS DURING PROBATIONARY PERIOD.....	17
7.B	ENTRY LEVEL RESIDENCY PREFERENCE.....	17
7.C	ELIGIBLE LISTS.....	17
7.C.1	ELIGIBLE LIST FOR ENTRY LEVEL APPOINTMENTS.....	17
7.C.2	ELIGIBLE LIST DURATION.....	17
7.D	VETERAN'S RIGHTS.....	18
7.E	REDUCTION IN FORCE.....	18
	ARTICLE 8 - PROMOTION, DEMOTION AND TRANSFER.....	19
8.A	PROBATION PERIOD UPON PROMOTION.....	19
8.B	SERVICE RATINGS DURING PROBATION.....	19

8.C	RETURN RIGHTS	19
8.D	PROMOTIONAL EXAMINATIONS.....	19
8.D.1	JOB VACANCY POSTING.	19
8.D.2	JOB TRAINING AND ADVANCEMENT COMMITTEE.....	20
8.D.4	NO RESIDENCY REQUIREMENT.....	20
8.D.6	PROMOTIONAL PREFERENCE POINTS - YEARS OF SERVICE.....	20
8.D.7	PROMOTIONAL PREFERENCE POINTS – RESIDENT.....	20
8.D.8	PROMOTIONAL EXAMINATION INFORMATION.....	20
8.D.9	NOTIFICATION OF RECOMMENDATION FOR APPOINTMENT.....	21
8.E	ELIGIBLE LIST FOR PROMOTIONAL POSITION	21
8.F	DURATION OF PROMOTIONAL LIST	21
8.G	NON-SELECTION STATEMENT	22
8.H	SUPPLEMENTAL TRAINING PROGRAMS.....	22
8.I	TRANSFER LIST	22
	ARTICLE 9 - TRAINING AND EDUCATION	22
9.A	AVAILABLE EDUCATION COURSES	22
9.B	REIMBURSEMENT	23
9.C	APPROVAL PROCEDURE	23
9.D	HEAVY EQUIPMENT TRAINING COURSE AND DRIVING COURSE	23
9.E	PROFESSIONAL DEVELOPMENT	24
	ARTICLE 10 - SAFETY	25
10.A	PROMOTION OF SAFETY	25
10.A.1	SAFETY CHECKS.....	25
10.A.2	TRAINING.....	25
10.A.3	FRESH AIR SUPPLY.....	25
10.A.4	RESPIRATORS.....	25
10.A.5	HARD HAT/BUMP CAP USAGE.....	25

10.A.6 VDT AND WORD PROCESSING SAFETY.....	25
10.A.7 JACKETS.....	26
10.A.8 SAFETY SHOES.....	26
10.A.9 HANDLING OF RAW SEWAGE.....	26
10.B SAFETY COMMITTEES	26
10.B.1 PORT SAFETY COMMITTEE.....	26
10.B.2 PORT-UNION SAFETY COMMITTEE.	26
10.C SAFETY LAWS, RULES AND REGULATIONS	27
10.D. DOT REGULATIONS COMPLIANCE	27
ARTICLE 11 - EMPLOYEE RIGHTS AND AFFIRMATIVE ACTION	28
11.A PERSONNEL FILE.....	28
11.A.1 COPIES OF DEROGATORY ENTRIES.....	28
11.A.2 DEROGATORY ENTRIES.	28
11.A.3 ENTRIES TO BE USED IN DISCIPLINARY PROCEEDINGS.	28
11.A.4 REVIEW OF PERSONNEL FILE.	28
11.A.5 UNION REVIEW OF PERSONNEL FILE.	28
11.A.6 CONFIDENTIALITY OF PERSONNEL FILE.	28
11.A.7 POSITIVE ENTRIES.	29
11.B CIVIL RIGHTS AND AFFIRMATIVE ACTION	29
11.B.1 NO DISCRIMINATION.	29
11.B.2 SUPPORT OF EQUAL EMPLOYMENT OPPORTUNITIES.	29
11.B.3 EEO REPORT.....	29
11.B.4 PUBLICATION LIST.....	29
11.C EMPLOYEE SERVICE RATINGS AND REPORTS.....	29
11.C.1 REPORTS OF PERFORMANCE	29
11.C.2 NINE MONTH PROBATIONARY PERIOD.	29
11.C.3 SIX MONTH PROBATIONARY PERIOD.....	29

11.C.4 RETURN RIGHTS.....	30
11.C.5 REVIEWS BETWEEN ANNUAL PERFORMANCE APPRAISALS.....	30
11.C.6 EMPLOYEE SERVICE RATINGS.	30
11.D EQUAL PAY FOR WOMEN	30
ARTICLE 12 - WAGES.....	30
12.A SALARIES	30
12.B SALARY RATE INCREASE	31
12.B.1 STEP INCREASES.....	31
12.B.2 EFFECTIVE DATES OF STEP INCREASES.....	31
12.B.3 SATISFACTORY SERVICE.....	31
12.B.4 AIRPORT SERVICEMEN.....	31
12.B.5 RELIEF AIRPORT SERVICEMEN.....	31
12.B.6 AIRPORT ON-THE-JOB INJURY.....	31
12.B.7 STEP INCREASE DUE DATE.....	31
12.B.8 GARDENER III.....	32
12.C CUSTODIAL ISSUES.....	32
12.D RELIEF CUSTODIAN AND RELIEF TELEPHONE OPERATOR SENIORITY.....	33
ARTICLE 13 - HOURS, WORKING CONDITIONS AND OVERTIME	33
13.A SHIFT DIFFERENTIAL.....	33
13.A.1 SHIFT DIFFERENTIAL CALCULATION.....	33
13.A.2 EXTENSION OF SWING SHIFT DIFFERENTIAL.....	33
13.A.3 CLASS A & B LICENSES.....	33
13.B SPLIT SHIFTS.....	34
13.C LUNCHESES.....	34
13.D CUSTODIAL FACILITIES AND EQUIPMENT	34
13.D.1 CUSTODIAL TRAINING.....	34
13.E UNIFORMS AND PROTECTIVE CLOTHING	34

13.F	TOOLS.....	35
13.G	GARDENER'S SPRAY CERTIFICATE.....	35
13.H	MEAL PAY.....	35
13.I	REST PERIODS.....	35
13.J	ACTING PAY.....	36
13.J.1	JOB AUDITS.....	36
13.J.2	LEAD WORKER ASSIGNMENTS.....	36
13.K	REASSIGNMENT NOTIFICATION.....	36
13.L	OVERTIME.....	37
13.L.1	OVERTIME AND COMPENSATORY TIME OFF.....	37
13.L.2	DISTRIBUTION OF OVERTIME.....	37
13.L.3	OVERTIME CANCELLATION.....	37
13.M	COMPENSATORY BUY BACK.....	37
13.N	WORKER'S COMPENSATION.....	38
13.O	HOURS OF WORK.....	38
13.P	CALL BACK PAY.....	38
13.Q	CHILD CARE FACILITY.....	38
13.R	SHIFTS EXCEEDING TWENTY-FOUR (24) HOURS.....	39
ARTICLE 14 - HOLIDAYS.....		39
14.A	DESIGNATED HOLIDAYS.....	39
14.B	HOLIDAY PAY.....	39
14.C	HOLIDAYS ON REGULAR DAY OFF.....	40
14.C.1	HOLIDAY ON NORMAL DAY OFF.....	40
14.C.2	HOLIDAY ON SUNDAY.....	40
14.D	CHRISTMAS EVE AND NEW YEAR'S EVE HALF SHIFT HOLIDAYS.....	40
ARTICLE 15 - VACATION.....		41
15.A	VACATION ACCRUAL.....	41

15.B	SENIORITY FOR VACATIONS.....	41
15.C	VACATION DEFERRAL.....	42
15.D	VACATION INCREMENTS.....	42
15.E	ILLNESS DURING VACATION.....	42
15.F	PAYDAY DURING VACATION.....	42
15.G	HOLIDAY DURING VACATION.....	42
ARTICLE 16 - LEAVES OF ABSENCE.....		42
16.A	SICK LEAVE.....	42
16.A.1	DEFINITION OF IMMEDIATE FAMILY.....	42
16.A.2	DOMESTIC PARTNERSHIP.....	43
16.A.3	ENTITLEMENT.....	43
16.A.4	UNUSED SICK LEAVE.....	43
16.A.5	PORT ATTENDANCE PROGRAM.....	44
16.A.6	FAMILY ILLNESS.....	46
16.A.7	SICK LEAVE BUY-BACK.....	46
16.A.8	MEDICAL AND DENTAL APPOINTMENTS.....	46
16.B	PERSONAL LEAVE.....	46
16.C	MATERNITY LEAVE.....	47
16.D	PARENTAL LEAVE.....	47
16.E	JURY DUTY LEAVE.....	47
16.F	MILITARY LEAVE.....	47
16.G	FAMILY DEATH LEAVE.....	48
16.G.1	SPECIAL CASES.....	48
16.G.2	ELIGIBILITY APPROVAL.....	48
16.G.3	EXCEPTIONAL HARDSHIP.....	48
16.H	PREMIUM PAY DURING PAID LEAVE.....	48
16.I	ON-THE-JOB INJURY LEAVE.....	49

16.I.1 ON-THE-JOB INJURY LEAVE.....	49
16.I.2 ON-THE-JOB INJURY BENEFITS.....	49
16.I.3 RETURN TO WORK.....	49
16.I.4 REHABILITATION AND RETRAINING.....	49
16.J LEAVE OF ABSENCE WITHOUT PAY.....	49
16.K LEAVE BENEFITS UNDER FMLA.....	50
16.L EMPLOYEE ASSISTANCE PROGRAM (EAP).....	50
ARTICLE 17 - INSURANCE BENEFITS.....	51
17.A HEALTH PLANS.....	51
17.A.1 MEDICAL PLANS.....	51
17.A.2 RETIREE MEDICAL BENEFITS.....	51
17.A.3 MEDICAL BENEFITS FOR O.M.E.R.S. EMPLOYEES AND RETIREES.....	53
17.A.4 HEALTH CARE REFORM.....	54
17.A.5 FLEXIBLE BENEFITS.....	54
17.B VISION CARE.....	54
17.C DENTAL PLAN.....	54
17.C.1 PORT CONTRIBUTION TO DENTAL PLAN.....	54
17.C.2 DENTAL PLAN REVIEW.....	54
17.D LIFE INSURANCE.....	54
17.E DISABILITY INSURANCE.....	55
17.E.1 STATE DISABILITY INSURANCE.....	55
17.E.2 LONG TERM DISABILITY.....	55
17.F HEALTH BENEFITS LIMITATIONS DURING LEAVE WITHOUT PAY.....	55
17.G ALTERNATE MEDICAL COVERAGE, CASH IN LIEU.....	55
ARTICLE 18 - RETIREMENT.....	55
18.A EMPLOYER CONTRIBUTION.....	55
18.B EMPLOYEE CONTRIBUTIONS.....	56

18.C	CURRENT P.E.R.S. BENEFITS.....	56
18.C.1	MILITARY SERVICES CREDITED AS PUBLIC SERVICE.....	56
18.C.2	ONE-YEAR FISCAL COMPENSATION.....	56
18.C.3	AUTOMATIC ONE-HALF CONTINUANCE.....	56
18.C.4	BENEFIT FACTOR.....	56
18.C.5	NOT ELIGIBLE TO RETIRE AT THE TIME OF DEATH.....	57
ARTICLE 19 - JOINT LABOR/MANAGEMENT RELATIONS COMMITTEE.....		57
ARTICLE 20 - MISCELLANEOUS AND DURATION.....		58
20.A	SEPARABILITY AND REVISIONS OF SEVERED POSITIONS.....	58
20.B	CLASSIFICATION STUDY.....	58
20.C	MEMORANDUM IS ENTIRE AGREEMENT.....	59
20.D	TERM OF AGREEMENT.....	59
Exhibit A - SIDE LETTER OF AGREEMENT REGARDING EXPEDITED ARBITRATION PROCEDURE TO RESOLVE OUTSTANDING GRIEVANCES.....		61
Exhibit B - SIDE LETTER OF AGREEMENT REGARDING PERCENTAGE OF EMPLOYER CONTRIBUTION FOR NEW RETIREES AND FUTURE LEGISLATION.....		64
Exhibit C - SALARY TABLE.....		66
Exhibit D - SIDE LETTER OF AGREEMENT REGARDING SUSPENDED DRIVER'S LICENSE (PETA).....		72
Exhibit E - MEMORANDUM OF UNDERSTANDING (AIRPORT JANITORIAL PROGRAM).....		77
ATTACHMENT 1 - DECLARATION OF DOMESTIC PARTNERSHIP.....		83
ATTACHMENT 2 - NOTICE OF TERMINATION OF DOMESTIC PARTNERSHIP.....		84
ATTACHMENT 3 - STATEMENT OF FINANCIAL LIABILITY FOR DOMESTIC PARTNERSHIP.....		85
ATTACHMENT 4 - FAMILY MEDICAL LEAVE ACT (AN OVERVIEW).....		86

ARTICLE 1 - Recognition - Parties to M.O.U.

1.A Introduction

The representative of the Board of Port Commissioners (hereinafter referred to as "the Port") and of Service Employees International Union ("SEIU") Local 1021, AFL-CIO, as successor to Local 790, Service Employees International Union, AFL-CIO (hereinafter referred to as "the Union"), have met and conferred and have reached an understanding on the following matters, which they jointly have recommended to the Board of Port commissioners and to Local 1021 membership for ratification.

It is understood the provisions herein set forth supersede previous Memoranda of Understanding between the Port and the Union and incorporate previously implemented items in such previous Memoranda to the extent still applicable.

The Port agrees to a single MOU for the Maintenance-Operations Unit and the Clerical-Administrative Unit, provided such differences which may have historically been developed shall not be changed without mutual agreement.

1.B Recognition

The Port recognizes the Union as the exclusive bargaining representative, within the scope of representation as described in the Meyers-Milias-Brown Act, as amended, for such employees in the Maintenance-Operations Unit and the Clerical Administrative Unit, as described in Exhibit C, Salary Table. Hereinafter, the Maintenance-Operations Unit and the Clerical-Administrative Unit will be referred to as the M-O-C-A Unit, except as otherwise referenced.

1.C Notification of New Classifications

1.C.1 New Classifications. The Union will be provided with copies of all new or revised class specifications for all classifications at the Port at least thirty (30) days prior to the establishment of such new or revised classifications. Such notification shall include the proposed classification(s), job description, title, and salary schedule, along with the reason(s) for the proposed establishment of such classification(s).

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

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

If agreement is not reached by the parties during the fifteen (15) day period for discussion, the parties agree that the California State Mediation and Conciliation Service shall be brought in to resolve the dispute.

The Board of Port Commissioners shall not approve any new classifications in the units represented by Local 1021 until the Union has had the opportunity to discuss the proposed new classifications with Port management and has met and conferred on issues pertaining to wages, hours and working conditions of the new classification. This meet and confer obligation shall not include the content of the job specification.

1.C.2 Disputes over Assignments. Should there be a dispute over the proper assignment of such new classification(s), the State Conciliation Service shall be requested to resolve the dispute.

ARTICLE 2 - MANAGEMENT AND UNION RIGHTS

2.A Stewards

2.A.1 Number of Stewards. The Union may select a reasonable number of Stewards, with such number subject to the approval of the Port, from within the represented Unit in each geographic work location. The Union shall provide the Port with a current list of Stewards and Officers. Said list shall contain the employees' names, work locations, addresses and classifications. The Port shall provide the Union with a current listing of stewards recognized by the Port, with a copy to Port supervisors.

2.A.2 List of Supervisors. The Port shall provide the Union with a list of supervisors involved within the Unit, including any organizational charts which are available.

2.A.3 Scope of Stewards. A steward and/or officer may represent a member of the Unit covered by this Memorandum 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. In keeping with Section 5.B.1, the expressed intent of the parties shall be that grievances shall be resolved at the lowest possible administrative level. When stewards are notified by a member that a problem or potential grievance is in the making, the steward shall request time off without loss of pay to investigate the potential grievance. Stewards shall request this time off as much in advance as possible, preferably twenty-four (24) hours in advance, and shall include the location, area of activity, the approximate time needed and the general nature of

Union business involved. Management shall grant the steward a reasonable amount of time off with pay to investigate the potential grievance.

2.B Union Elections

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

2.C Access to Work Locations

Authorized representatives (as provided in Section 2.A.1 above) will be granted reasonable access to employee work locations to process grievances or contact members within the scope of representation, provided such representatives grant reasonable advance notice to appropriate supervisors or designees in such areas, and approval is granted, and provided such access does not unduly interfere with normal operations or with safety or security requirements. It is understood the Port shall not unreasonably deny such access.

The Port will provide the necessary badges and security clearance in accordance with the proscribed rules and regulations of any governmental agency having jurisdiction or other reasonable access to the employees that the authorized representative has requested to see. The Port shall provide the Union with applicable rules and changes thereto as soon as they become aware of them.

2.D Use of Meeting Space

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

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

2.E Notification of Rules

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

2.F Obligations to New Employees

The Port will continue reasonably to distribute to new employees within the Unit appropriate literature furnished by the Union.

The Port shall notify the Union Field Representative and Chapter President of a new hire on the first day of their employment, by e-mail and regular mail.

2.G Bulletin Boards

The Port shall provide bulletin board spaces for the use of the Union in all Port buildings where bargaining unit employees are assigned. Bulletin boards will be provided at the following locations; 1) Harbor Facilities; 2) Water Street, 3rd floor hallway; 3) North Field Building L-595 hallway by the men's and women's locker rooms; 4) Terminal Two, Airport custodian break room; 5) Airport Building M-102 2nd floor custodian break room; 6) Airport Building M-130 1st floor custodian break room; 7) Airport Building M-104 hallway; 8) Airport Building M-367 Airport Operations Center; 9) North Field Building L-107; 10) Building M-110 3rd floor; and other agreed upon sites. The Union will be provided with needed keys to access bulletin boards.

Any posted material shall be non-controversial in nature.

2.H Information Provided to the Union

The Port shall furnish the Union, on a bi-weekly basis, the name, classification title and work location of all newly hired (or separated) employees subject to this Agreement. The Port shall also furnish to the Union verification of dues deductions sent to the Union and of employee contributions transmitted to charitable organizations. The Port shall furnish the Union on a bi-weekly basis, as available, the Position Incumbent Listing.

2.I Contracting Out

With respect to the provisions of Section 902 (e) of the Charter regarding contracting of service, it is agreed the Port will, notify the Union at least sixty (60) days

prior to an action of the Board of Port Commissioners, except in the case of an emergency, in which case as much notice as is practicable will be given of such matters as may affect employees represented by the Union, provided that no such contract for service shall result in the loss of employment or salary by any person having permanent status in the competitive service. Past practices in contracting out of work will continue where Port employees cannot perform the work or where Port employees will not be displaced.

In addition to the notification required above, the Port will also notify the Union of its intent to contract out work at any newly acquired or newly constructed Port facility which is performed by SEIU Local 1021 members at existing facilities. The Port will notify the Union at least sixty (60) days prior to an action of the Port Commission, except in the case of an emergency, in which case as much notice as is practicable will be given.

Except for past practices in contracting out of work as described in paragraph 1 above, the notification to the Union described in paragraphs 1 and 2 will contain the following information:

- a) The *cost* of the proposed contract.
- b) The *duration* of the proposed contract.
- c) Whether the proposed contract is for a *one time* or *temporary* need.
- d) The *funding source* of the proposed contract, when such information is available.
- e) An *explanation* of why the proposed work is not being assigned to existing represented employees.

The Port may contract with individuals or organizations after a finding by the Board of Port Commissioners, as the jurisdiction may be, that the service is of a professional, scientific or technical nature and is temporary in nature, or after a finding by vote of two thirds (2/3) of the members of the Board of Port Commissioners that the performance of the service by contract, regardless of nature or term, is in the public interest because of economy or better performance; provided, that no such contract for service shall result in the loss of employment or salary by any person having permanent status in the competitive service.

The following categories of work shall be carved out from the notice obligation described in this article, unless the category of work evolves over the life of the contract such that it begins to fall within the scope of SEIU-represented classifications:

- a. Work falling within the following categories:

Fire, Medical, and Water Rescue Services (unless duties are within the scope of the Airport Operations Specialist classification)

Law Enforcement (unless duties are within the scope of the Airport Operations Specialist classification)

Passenger Shuttle Bus Operations

Ground Transportation Management (e.g. curbside management of taxis & door-to-door shuttles, and assistance in monitoring of off-site airport parking shuttles, rental car shuttles, and public buses; unless within the scope of the Airport Ground Transportation and Parking Operations Specialist classifications)

Parking Operations (unless duties are associated with routine maintenance of lots, such as repair of fencing and lighting or are within the scope of the Airport Utilities, Semiskilled Laborer and Port Maintenance Leader classifications)

City of Oakland - Special Services

Public Works Contract for Maintenance Dredging (unless pertaining to wharf maintenance and within the scope of the Diver or Surveyor classifications, except for instances where provisions 2.c. and 2.d. are applicable)

Professional Services associated with Maintenance Dredging (unless pertaining to wharf maintenance and within the scope of the Diver or Surveyor classifications, except for instances where provisions 2.c. and 2.d. are applicable)

City of Oakland – LLAD

JLS Common Area Maintenance

Crane Maintenance (unless pertaining to work around the base of the crane, crane rail or the wharf but not the crane; unless within the scope of Semi-Skilled Laborer and skilled crafts classifications)

MMP Sales Expense (unless the work falls within the scope of Port Equipment Driver or Power Equipment Operator classifications, except for instances where provisions 2.c. and 2.d. are applicable)

MMP Material Intake Expense (unless the work falls within the scope of Port Equipment Driver or Port Equipment

Operator classifications, except for instances where provisions 2.c. and 2.d. are applicable)

Financial Consultants (unless within the scope of Senior Account Clerk or Administrative Specialist classifications, except for instances where provisions 2.c. and 2.d. are applicable)

Equipment Rental Services

Information Technology Related Services

Security and Life Safety Related Services (unless within the scope of ID Badging Specialist, Security System Technician, or Airport Operations Specialist, except for instances where provisions 2.c. and 2.d. are applicable)

- (b) Capital improvement work identified in the Capital Needs Assessment and that is in excess of \$50,000 thousand dollars.
- (c) Work that is large scale, is substantially beyond the capacity of current available SEIU-represented employees, and is of a short duration (30 days or less)
- (d) Work that requires specialized skills and abilities not contained within the job descriptions of SEIU-represented classifications (e.g., elevator maintenance).
- (e) Where the following criteria is met: (i) the work is of an emergency nature, e.g., earthquake, fire, homeland security issues, etc., (ii) the contractors will only be used to supplement SEIU-provided services, and (iii) the Port has exhausted the overtime call out list. The Port shall provide written notice within five (5) business days of the emergency situation which satisfies these criteria, and documentation which evidences that the criteria are met.

For on-call contracts, the Port shall provide thirty (30) days notice prior to Board or Executive Director (or her/his designee) action regarding the general amount of on-call contracting authority. In connection with individual requests for on-call, monthly vendor services, or Purchase Order contracts, the Port may contract out the following areas of work after exhausting the SEIU overtime call out list, if SEIU-represented employees in the relevant classifications are: (a) on extended leaves of absence subject to accommodation (ADA, WC), or participating in a program such as PETA, etc., to such an extent that the SEIU-represented employees are unable to perform the duties in question, or (b) involved in a critical assignment that cannot reasonably be abandoned or put on hold to perform the work in question:

HVAC
Fencing
Roofing
Crack sealing

Gardening
Overhead door repair
Carpeting
Plumbing

The Port shall use a "Contractor Request" form to initiate the use of on-call, monthly vendor contractor, or Purchase Order contracts for any particular job. Port management representatives (e.g. foreman, Sr. ESE's, Supervisors, Superintendents, etc.) shall record the opportunity presented to the SEIU staff to perform the work as described in paragraph 3. S/he is also responsible for sending simultaneously to the Union and to designated SEIU representatives an electronic copy of the "Contractor Request" form, on a daily basis. The Union will present the Port with a list of six (6) designated SEIU representatives of the Union's choosing who possess expertise in the particular areas of work listed above who must be given the electronic notice (for e.g., one representative will receive the gardening-related notices, or two representatives will receive the plumbing-related notices).

Within ninety (90) days after the execution of this settlement agreement, the parties agree to select and convene a committee (composed of four representatives, one Union spokesperson and three employees designated by Local 1021 and four management representatives designated by the Port). On a quarterly basis, the parties agree to meet to go over the last quarter's contractor request list, including any capital improvement projects that were awarded in the quarter, and discuss issues of contracting that the Union is concerned with and seek a mutually agreeable solution to them. However, this provision does not preclude the Union from filing a grievance at the time of a contracting out instance that allegedly violates this agreement. Parties may mutually agree to hire an outside facilitator (e.g. SMCS, FMCS, etc.) to facilitate discussion on contracting out issues.

The contracting out described above, including subparts 2(a) through 2(e), shall comply with Section 902(e) of the Charter of the City of Oakland.

At the beginning of the Port's annual budgetary process, the Port will provide the Union with a list of monthly vendors/contractors who are anticipated to perform services at the Port in the following fiscal year. Within twenty (20) calendar days following execution of this settlement agreement, and annually thereafter, the Port will provide the Union with a list of monthly vendors/contractors who performed services at the Port in the prior year.

The Port shall not retain any temporary employees, consultants, contract or agency employees who perform bargaining unit work for longer than one hundred and twenty (120) calendar days. The Port shall supply the Union with a monthly update of temporary employees, consultants or agency employees by name, department, date of hire, status and work performed. Temporary employees filling in for a specific employee on maternity leave shall not be subject to the 120 day limitation.

The Port shall not replace or exchange employees after one hundred and twenty (120) calendar days to avoid compliance with this provision.

Within ninety (90) days after the execution of the Memorandum of Understanding, the parties agree to select a sub-committee (composed of three people designated by Local 1021 and three people designated by the Port, plus the Chief spokesperson of each party should they need to attend), who with the assistance of the State Mediator will discuss ways in which the bargaining unit members might perform work that it is not normally assigned.

2.J Work Effort

The parties recognize that the Port must strive to provide the public and Port tenants with the best possible services within available resources. The Port and Union jointly recognize the responsibility of all employees of the Port, represented employees and management alike, to perform productively in order to provide specified services at specified levels. All employees will strive to provide services in a work atmosphere of respect and dignity with a sense of pride. Fair work rules and procedures shall be applied equally to all employees. To that end, the Union agrees to actively participate in the encouragement of all employees represented by the Union to work cooperatively with management and supervisory employees and work groups to which they are assigned.

2.K Public Relations

The Port and Union agree that Port employees have a responsibility to be responsive to the public and Port tenants. The parties agree that the image of the Port employee in the community must be improved if high levels of employee morale are to be achieved. To this end, the parties agree to mutually pledge their best efforts over the life of this agreement and continuously encourage employees to be courteous, helpful and industrious in all their public and tenant contacts and when in public or tenant view during the full duty period.

ARTICLE 3 - UNION SECURITY

An employee in one of the classes included in the MOCA Unit, employed as of July 1, 1984 and thereafter during the term of this Agreement, 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 his/her employment, execute a payroll deduction authorization form as furnished by the Union, and thereby become and remain a member in good standing in the Union; or execute a payroll deduction authorization form as furnished by the Union, and thereby pay to the Union an initial fee equal to the

regular initiation fee and, thereafter, a monthly service fee equal to the regular monthly Union dues; or, in the case of an employee who certifies he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, execute a payroll deduction authorization form as furnished by the Union, and thereby pay sums equal to Union dues, initiation fee, or service fees to (1) American Cancer Society, (2) American Heart Association, or (3) Sickle Cell Anemia Research and Education, Inc. (S.C.A.R.E.).

Upon seven (7) days' notice to the Port from the Union that an employee described above has failed to maintain his/her membership in good standing or has failed to maintain his/her current service fee payment or has failed to maintain his/her current charitable contribution payment to one of the three (3) charities designated above, then the Port shall: (1) counsel the employee of his/her obligation under the provision; and (2) inform the employee that further failure to maintain the appropriate payments shall subject him/her to discharge.

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

ARTICLE 4 - DISCHARGE, DISCIPLINE, RESIGNATION, COACHING AND COUNSELING

4.A Good and Sufficient Cause

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

4.B Gross Violations

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

4.C Progressive Discipline

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

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

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

4.D Coaching and Counseling

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

4.E Notice of Resignation

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

4.F Exit Interview

Upon receipt of an employee's resignation, the Director of Human Resources, or his/her designee, may conduct an exit interview to determine that an employee's resignation has been submitted in good faith and free from undue pressure or threat. Said officer shall take into account any information furnished by the Union and/or an employee in a timely fashion in determining the necessity for such an interview.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.A Definition

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

5.B Resolution of Grievances

5.B.1 Objective of Grievance Section. It is the expressed intent of the parties that grievances be resolved expeditiously at the lowest possible administrative level. Toward that objective, the following steps are provided:

5.B.2 Oral Presentation to Immediate Supervisor. The employee and/or Union Representative may present the grievance orally to the immediate supervisor within ten (10) working days of the occurrence of the dispute or within ten (10) working days from such time as the employee or Union should reasonably have been aware of this occurrence.

5.B.3 First Step Written Submission to Immediate Supervisor. Should the grievance remain unresolved under 5.B.2, the employee and/or Union Representative may submit the grievance in writing to the immediate supervisor within the ten (10) working days stated in 5.B.2. The grievance shall state the specific section of the Memorandum of Understanding and/or the Personnel Rules alleged to be violated or disciplinary action taken, together with a brief statement of the facts in the case and the proposed remedy. The supervisor shall respond in writing, within ten (10) working days. The response shall be given to the employee and a copy sent to the Union Representative.

5.B.4 Second Step Submission to Department Manager. Should the grievance remain unresolved under 5.B.3, the employee and/or Union Representative may, within ten (10) working days of receipt of the supervisor's response, submit the written grievance to the department manager to whom the supervisor immediately reports. The department manager shall respond in writing to the grievance within ten (10) working days after receipt of the grievance. The response shall be given to the employee and a copy sent to the Union Representative.

5.B.5 Third Step Submission to Port. Should the grievance remain unresolved under 5.B.4, the employee and/or Union Representative may, within ten (10) working days of the deadline for the department manager's response, submit the written grievance to the Port Employee Appeals Officer designated by the Port's Executive Director. The Employee Appeals Officer shall meet with the Union Representatives

within ten (10) working days of submission to schedule a hearing to resolve the dispute. The Employee Appeals Officer shall respond in writing within twenty (20) working days of the hearing. The response shall be given to the employee and copies sent to the Union Representative. If the union does not schedule a hearing on the grievance within (30) working days of receipt by the Employee Appeals Officer, the grievance shall be nullified.

While there exists a backlog of outstanding third step grievances (grievances filed prior to the execution of this agreement) for which responses from the Employee Appeals Officer remain outstanding, the Employee Appeals Officer and the Union Representatives shall meet on a weekly basis to attempt to resolve the backlog of such grievances unless the parties decide to meet on a different schedule.

5.B.6 Fourth Step Submission to Arbitration. Should the grievance remain unresolved under 5.B.5, either party may, within fifteen (15) working days of the deadline for the Employee Appeals Officer's response under 5.B.5 submit such grievance to an impartial arbitrator.

5.B.7 Arbitrator Selection. An impartial arbitrator shall be selected by mutual agreement from the names below, or if such agreement is not reached within 10 working days of the submission of the grievance to the arbitration step, by alternately striking names from the following list:

Chuck Askins
Robert R. Bergeson
Jerilou Cossack
Fred D'Orazio
Robert Hirsch
Frank Silver
Philip Tamoush

The first party to strike shall be determined on an alternate basis.

5.B.8 Arbitration Procedures. If arbitration is selected, it is agreed that the decision of the arbitrator shall be final and binding on all parties and that 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.

~~**5.B.9 Clarification of Grievances.** The Port may request clarification from the Union regarding any part of the grievance process for individual grievances filed by bargaining unit members or Shop Stewards.~~

5.C Fourth Step Option Civil Service Option in Discipline and Discharge

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

5.D Extension of Time Limits

Time limits in 5.B may be extended by mutual agreement of the parties. Failure by the employee or the Union 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 be moved to the next step. For the purpose of this Article, working days mean the normal weekdays of work, Monday through Friday, excluding weekends and holidays.

5.E Presence at Hearings

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

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

5.F Witnesses

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

5.G Applicable Law Procedures

No employee shall be placed in a non-pay status until any and all procedures under applicable law relating to that employee are fulfilled. At present, it is understood

that "Skelly" procedures are currently required by applicable law before action can be taken by a public employer in certain specific situations.

5.H Waiver of Time Limits

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

5.I Award Payment Schedule

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

ARTICLE 6 - SENIORITY

6.A Definitions

6.A.1 Classification Seniority. Accrued time from date of entry into a position within a given classification, less unpaid leaves of absence in excess of thirty (30) consecutive days.

6.A.2 Port Date of Seniority. Accrued time from date of hire with the Port, less unpaid leaves of absence in excess of thirty (30) consecutive days.

6.B Seniority and Bidding

6.B.1 Vacation Leave Bidding. Classification seniority shall apply to vacation leave bidding (Also see Article 15.B.).

6.B.2 Shift Bidding and Job Bidding. Classification seniority shall apply to shift bidding and job bidding for the following classifications assigned to the Airport: Telephone Operators; Equipment Systems Engineers assigned to the Building Services Unit - Airport Facilities; and Airport Specialists. Classification seniority shall apply to shift bidding for Relief Telephone Operators bidding on relief shifts regularly scheduled for twenty four (24) hours or more per week.

Airport Custodians: Classification Seniority shall apply to shift bidding, days off, and zones (work areas). Management has the right to temporarily (for a period not to exceed five (5) consecutive days) reassign based on operational needs.

6.C Seniority and Overtime

Classification Seniority shall apply to overtime distribution.

6.D Seniority and Leave

6.D.1 Seniority and Military Leave. Classification and date of hire seniority shall accumulate during military leave, in accordance with state and federal law.

6.D.2 Suspension/Termination of Seniority for Employees Who Fail to Return to Work After Military Leave. Suspension and termination of seniority for employees who fail to return to work following military leave shall be in accordance with state and federal law.

6.D.3 Seniority and Other Leaves of Absence. Classification and date of hire seniority shall accumulate during periods of other paid leave.

6.D.4 Suspension/Termination of Seniority for Employees Who Voluntarily Resign. Classification seniority shall be terminated for employees who voluntarily resign.

6.D.5 Suspension/Termination for Employees Who Retire. Classification seniority shall be terminated for employees who retire.

6.E Seniority in Cases of Identical Hiring Dates

In the event two (2) or more employees have the same seniority date, the order of seniority shall be determined in the following manner: (1) employee with greatest actual time in class; (2) employee with greatest total time in City service; (3) employee who received the highest score on the entrance examination in the class; (4) employee whose application for the position in the subject class was first received; (5) in the event that an application is not date stamped, and if employees have the same score on their entrance examination, then the employee with the lowest employee identification number will be considered more senior than the employee with a higher number.

6.F Seniority Lists

The Port shall furnish the Union with an updated copy of the classification seniority lists every six (6) months. Such list shall be subject to correction upon protest

by the Union. The list shall constitute the official seniority list for vacation leave bidding, shift bidding, job bidding and overtime distribution, and shall reflect the date of hire and classification dates of employees covered by this MOU. If possible, the Port will provide the Union with a list detailing the seniority of each represented employee held in previous classifications.

ARTICLE 7 - HIRING, LAYOFF AND REHIRING

7.A Probationary Period

7.A.1 Length of Probationary Period. The probationary period of any employee filling an entry-level position shall not exceed nine (9) months in duration. In the case of an individual employee requiring further consideration, the Port, after providing documented compliance with article 7A.2 and jointly agreed to plan(s) of improvement as a result of report(s) of performance, may extend the probationary period by three (3) months.

7.A.2 Service Ratings During Probationary Period. An employee in a nine (9) month entry level position shall receive a Report of Performance for Probationary Employee at the end of the second, fifth and eighth months of service.

7.B Entry Level Residency Preference

A City of Oakland resident competing in an entry level examination shall be given an additional five percent (5%) on his/her scores provided (s)he initially scores a passing grade on the examination. Residency shall be determined as of the date of certification of the Civil Service Eligible List for that examination. The Port will work with the City of Oakland to assure residency preference eligibility requirements are properly administered.

7.C Eligible Lists

7.C.1 Eligible List for Entry Level Appointments. Whenever an entry level position in the classified Civil Service is to be filled for which no reinstatement list exists, the appointing authority shall receive a list of four (4) names. In the case of multiple vacancies, the appointing authority shall receive a list of four (4) names plus two (2) names for each additional vacancy to be filled provided, however, that a lesser number may be certified when there is not the required number on the eligible list.

7.C.2 Eligible List Duration. Entry level eligibility lists are of one (1) year's duration unless changed by the City of Oakland.

7.D Veteran's Rights

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

7.E Reduction in Force

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

- a) A reduction in force shall be effected on a City-wide basis for each classification to be reduced;
- b) Seniority in the affected class shall be a primary factor accomplishing such a reduction in force;
- c) At least two (2) weeks' notice of any reduction in force shall be provided by the Port to the affected employee, with a courtesy notice to the Union;
- d) In recall from layoff, the last person laid off shall be the first recalled;
- e) It is anticipated, in the case of a Port/City reduction in force, that any non-federally funded, permanent full-time employee in the classified service will not be required to take accrued vacation prior to lay-off;
- f) The Port shall meet and confer upon the request of the Union to consider any proposal(s) advanced as an alternative to layoff and/or the impact of layoff;
- g) With respect to Port-initiated lay-offs, the Port will provide notice to the Union of such impending lay-offs at least ten (10) working days prior to the issuance of any such lay-off notice to affected employees;
- h) No employee will be laid off while a temporary agency worker is assigned to perform the duties of the classification to which the employee to be laid-off is appointed.

ARTICLE 8 - PROMOTION, DEMOTION AND TRANSFER

8.A Probation Period Upon Promotion

The probationary period of an employee filling a position from a promotional examination shall not exceed six (6) months in duration.

8.B Service Ratings During Probation

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

8.C Return Rights

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

8.D Promotional Examinations

8.D.1 Job Vacancy Posting. The Port agrees to post examination announcements for represented positions on the official Port bulletin board outside of the Port Personnel (Personnel and Employee Services) Department and the designated SEIU Union bulletin boards. Announcements for examinations conducted by the Port Personnel (Personnel and Employee Services) Department will be posted no later than ten (10) working days before the application filing date. Announcements for examinations conducted by the City of Oakland Personnel (Examination and Classification) Department will be posted one (1) day after receipt from the City of Oakland. In the event an examination announcement is received late from the City of Oakland, the Port will support the Union's efforts to extend the application filing date.

Examination announcements and application forms for represented positions will be available through the Port Personnel (Personnel and Employee Services) Department. The Port will also transmit and post, as soon as possible, copies of examination announcements for represented positions on the designated SEIU Union bulletin boards. In addition, the Port will transmit copies of examination announcements for represented positions to the Union Chapter President and Union stewards identified by the Union as soon as possible. The posting sites may be changed by mutual agreement.

The Port shall print the phone number that employees may call to find out about job vacancies and promotional opportunities in the Port and the City on paycheck stubs. The Port will transmit copies of examination announcements to the Union Business Agent at the Union Office.

8.D.2 Job Training and Advancement Committee. The Port and the Union agree to establish a Job Training and Advancement Committee comprised of three Union representatives, three Port staff members, and appropriate Administrative staff in ex officio status, who shall be responsible for making recommendations to Administration on the development and implementation of training programs for Port employees. All represented employees shall be encouraged to participate in any training programs developed from recommendations of this committee.

8.D.3 Non-Discrimination Clause. The parties agree to protect and safeguard the right and opportunity of all persons to seek, obtain, and hold employment without discrimination on account of "race", color, religious creed, national origin, age, sex, physical handicap, sexual orientation, veteran status, or protected union activity.

8.D.4 No Residency Requirement. There shall be no residency requirement for an employee to qualify for a promotional examination.

8.D.5 Oral Board. Except for filling unique and complex positions, no Port employee will sit as a voting member of an oral board for promotional examinations. A Port member may sit as a non-voting member for the purposes of serving as a resource person and maintaining the orientation of the oral board. No department representative shall be present during an oral promotional examination except as specified above.

8.D.6 Promotional Preference Points - Years of Service. An employee who has completed ten (10) or more years of City/Port service and who successfully completes in a promotional examination shall receive five (5) points added to her/his final examination score. An employee who has completed fewer than ten (10) full years of City/Port service and who successfully competes in a promotional examination shall receive an additional number of points not to exceed a maximum of five (5) added to her/his final examination score prorated in accordance with her/his number of years of City/Port service.

8.D.7. Promotional Preference Points – Resident. A City of Oakland resident competing in such examination shall be given an additional five (5) percent on her/his score provided (s)he initially scores a passing grade on the examination and has been a resident for a minimum of one (1) year as of the date of the job announcement for that examination.

8.D.8 Promotional Examination Information. The Port shall make information regarding promotional examinations available to Port employees at the earliest possible date. The Port will provide promotional examination information at

least one month in advance of the examination deadline unless extenuating circumstances prohibit.

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

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

8.D.9 Notification of Recommendation for Appointment. Candidates for represented positions shall be advised of their status by the Personnel and Employees Services Department. Those candidates who participate in departmental interviews who are recommended for appointment shall be given written notification from the Personnel and Employee Services Department, notifying them that another candidate(s) has been recommended for appointment. The Union shall be notified when represented positions have been filled, and will be given the names of selected applicants in represented positions.

8.E Eligible List for Promotional Position

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

8.F Duration of Promotional List

Promotional level eligibility lists are of two (2) years' duration, unless changed by the City of Oakland. Regarding duration of promotional lists, the Port and the Union agree to meet and confer with respect to any contemplated changes. The Port shall make recommendations of two (2) years' duration to the city on Port-unique represented classifications; exceptions of two (2) years' duration recommendations will be mutual agreement between the Port and the Union.

8.G Non-Selection Statement

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

8.H Supplemental Training Programs

In the event open/promotional examinations fail to provide successful candidates from among Port employees represented by the Union, the Port and the Union may meet to discuss whether specific on-the-job training or other training programs should be initiated to upgrade the skills of interested employees. Out of class pay for employees participating in promotional supplemental training agreed to by the Port and the Union shall be determined on a case by case basis, by mutual agreement between the Port and the Union.

8.I Transfer List

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

ARTICLE 9 - TRAINING AND EDUCATION

9.A Available Education Courses

The Port wishes to encourage bargaining unit employees to take advantage of educational courses. Such educational courses must further the knowledge of the bargaining employees in the performance of their present duties or facilitate their advancement to high positions within their present fields of employment or to other fields of employment, within the parameters established through the Joint Labor Management Training Committee, at the Port. Such courses may be taken in the San Francisco-Oakland Bay Area or by correspondence.

9.B Reimbursement

The full costs of tuition, required textbooks and classroom equipment will be refunded to employees who obtain prior approval and complete the course with a passing grade. Courses which are not eligible for credit, but are sponsored by a university extension center or service shall be considered satisfactorily completed upon evidence of attendance of that course. Textbooks will become the property of the employee upon approval of the refund. Classroom equipment is the property of the employee only with Port approval. If Port approval is not granted, the equipment shall become the property of the Port.

9.C Approval Procedure

"Request for Approval of Training Course" forms will be available in the Human Resources Division. Approval must be obtained in advance of taking the course. Approval of the department head and division director is required before submission of the approval request to the Director of Human Resources. All bargaining unit personnel are encouraged to make use of this program in order to upgrade their positions and increase their earning capacities.

9.D Heavy Equipment Training Course and Driving Course

The Port shall conduct a heavy equipment training course on Port time whenever there is an opening in the Power Equipment Operator classification at the Port or the Heavy Equipment Operator classification at the City of Oakland, open to Port employees in the following classifications: Port Equipment Driver and Port Maintenance Leader. The course shall provide for training and actual operating experience in order to assist the employees in competing and promoting to the higher paid position of Power Equipment Operator.

Additionally, if the Civil Service Board approves a Semi-Skilled Laborer's request to take the promotional examination for Power Equipment Operator, based on his/her previous experience, the Port shall include this Semi-Skilled Laborer in the heavy equipment training course.

The Port shall also conduct a driving course on Port time whenever there is an opening in the Port Equipment Driver classification at the Port, open to Semi-Skilled Laborers at the Port. The course shall provide for training and actual operating experience in order to assist the Semi-Skilled Laborers in competing and promoting to the higher paid position of Port Equipment Driver.

9.E Professional Development

Upon presentation of proof of purchase, which specifically identifies the purchase, an employee shall be eligible for reimbursement for expenses incurred for Professional Development, not to exceed \$500.00 effective July 1st for each year of the contract, with the following exceptions and provisions.

1. For actual or anticipated expenditures which exceed the limit for any contract year, the employee will, with approval, be permitted to carry over all or part of the remaining expenditure to succeeding years as necessary to fund the designated purchase or expense.

2. 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.

3. An employee is not eligible for reimbursement of expenses for Professional Development until the employee has been employed for a period of nine (9) months.

Professional Development expenses for the purpose of this Article shall include, but not be limited to, books, subscriptions to professional journals or magazines, training, related tools and equipment (including computer hardware and/or software), applications and/or examination fees for registration or certification within his/her profession.

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

The Port of Oakland ("Port") and SEIU Local 1021 ("Union") agree to create a six person Committee (three members selected by the Port and three members selected by the Union) within 90 days of the ratification of this Memorandum of Understanding ("MOU") by the Board of Port Commissioners to review and revise this Article (Article 9.E Professional Development). Such revisions shall ensure that Professional Development funds are used to develop and enhance the careers and professions of represented employees.

The Port and the Union Committee members shall meet and confer during the term of this MOU over revisions to Article 9.E as described above, and should they reach agreement, such agreement shall be reduced to writing and designated a "tentative agreement" ("TA") subject to final approval by the Port and the Union. Upon final approval, the TA shall become part of this MOU.

ARTICLE 10 - SAFETY

10.A Promotion of Safety

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

10.A.1 Safety Checks. The Port agrees to conduct regular safety checks on the following: ladder trucks, CFR vehicles, hydraulic and braking systems on all vehicles, and heavy mechanized equipment, such as: loaders, backhoes, graders, dozers, cranes, dump trucks, lift booms and bucket trucks.

10.A.2 Training. Employees required to operate potentially hazardous equipment as defined in Section 10.A.1 shall be trained in the safe handling of same prior to operation. In addition, no employee shall operate any of the following equipment prior to reviewing recommended "safe operation" instructions: floor buffers and polishers, arc welders, chainsaws, pneumatic power tools, carpenter power tools, compressed air pumps and conveyor systems. This provision will not preclude supervised on-the-job training after "safe operation" instructions have been thoroughly reviewed.

10.A.3 Fresh Air Supply. Port employees working in enclosed underground areas including, but not limited to sewer pits and underground pull boxes shall be provided with a fresh air supply source.

10.A.4 Respirators. Gardeners, garage workers, carpenters and Equipment Systems Engineers shall be provided respirators designated by NIOSH as safe and appropriate for the work being performed.

10.A.5 Hard Hat/Bump Cap Usage. Hard hats must be worn by maintenance and airport operations personnel whenever there is a possible threat to safety from flying or falling objects from above. Bump caps may be worn when more appropriate in specific incidences.

10.A.6 VDT and Word Processing Safety

(a) The Port will provide glare screens, wrist rests and adjustable document holders to Port employees assigned to work with video display terminals (VDTs) and word processing equipment with video displays, upon their request. This equipment will be ordered in accordance with Port purchasing procedures.

(b) Upon request by an employee assigned to work with a microcomputer or word processor equipped with a VDT, submitted to the Principal Port

Safety Administrator, the Port will provide an ergonomics or industrial hygienist specializing in ergonomics to inspect the VDT workstation of the employee. The ergonomics will make written recommendations to the employee's supervisor with a copy to the employee, for adjustments and necessary equipment. The Port shall review the recommendations and provide employees with the appropriate equipment/adjustments.

10.A.7 Jackets. The Port will provide jackets to all field personnel, upon their request.

10.A.8 Safety Shoes. Where safety shoes are required to be worn in the performance of an employee's duties by either departmental or Port policy, or pursuant to applicable Cal-OSHA or OSHA regulations, the Port hereby agrees to furnish the appropriate safety shoes on an as needed basis, 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 agrees to reimburse each employee purchasing his/her own safety shoes, upon presentation of an original receipt, proof of the necessity for same, and in accordance with Port procedures for reimbursement of costs, an amount not to exceed \$165.

10.A.9 Handling of Raw Sewage. No employee shall be assigned to work with raw sewage until he/she has received proper health and safety orientation and any necessary training, and has been provided with proper safety equipment. The Port will provide vaccinations for Hepatitis A (HP A), Hepatitis B (HP B), Tetanus, and Typhoid. Any employee who refuses these vaccinations shall not be excused from performing work involving raw sewage.

10.B Safety Committees

The Port and Union shall participate on the safety committees described below.

10.B.1 Port Safety Committee. The Union shall appoint three (3) members to participate in the Port's Safety Committee. The Port's Safety Committee shall also be comprised of not more than three (3) management members and at least one (1) but not more than three (3) members from each employee representational organization (e.g., WCE and IBEW). The Port's Safety Committee shall function for the purpose of inspecting, reviewing and recommending safety practices in the work areas at the Port.

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

10.B.2 Port-Union Safety Committee. A Safety Committee comprised of at least one (1) but not more than three (3) Union and at least one (1) but not more

than three (3) management members shall be established for the purpose of inspecting, reviewing and recommending safety practices in the work areas at the Port.

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

10.C Safety Laws, Rules and Regulations

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

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

10.D. DOT Regulations Compliance

It is understood that Port Equipment Drivers are governed by Department of Transportation (DOT) regulations and the Port shall ensure that there is compliance with DOT regulations without loss of any form of compensation or use of accrued leave time for Port Equipment Drivers.

ARTICLE 11 - EMPLOYEE RIGHTS AND AFFIRMATIVE ACTION

11.A Personnel File

11.A.1 Copies of Derogatory Entries. It is agreed that an employee will be given a copy of entries of a derogatory nature when they are placed in his/her official personnel file.

11.A.2 Derogatory Entries. Derogatory entries in an employee's official personnel file are evaluated in terms of the seriousness of the action(s) or incident(s) described and the recency and repetitiveness of such action(s) or incident(s) for use in disciplinary proceedings. Entries describing action(s) or incident(s) which are of minor significance and/or which are not recent and/or which have not been repetitive will receive more limited consideration in disciplinary proceedings.

11.A.3 Entries to Be Used in Disciplinary Proceedings. Entries of a derogatory nature to be used in any disciplinary proceeding against an employee shall include only dated materials, issued within a reasonable time of the action(s) or incident(s), of which a copy has been provided to the employee and initialed at the time of receipt by the employee, or has been sent by certified mail and has been placed in the employee's official personnel file in connection with current action(s) or incident(s) resulting in disciplinary proceedings. If any employee refuses to initial, that refusal shall be noted on a copy, the Union advised, and the copy shall be placed in that employee's official personnel file.

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

11.A.4 Review of Personnel File. An employee may review his/her official personnel file in the Personnel and Employee Services Department, and may make copies, at his/her own expense (except for original copies), of the documents contained therein. It is understood the Port may establish reasonable rules for the control of said files in the implementation of this provision.

11.A.5 Union Review of Personnel File. The employee may also authorize, in writing, the Union representative to inspect and copy his/her personnel file related to a dispute concerning the employee. One copy of each personnel file entry requested in connection with a dispute concerning the employee shall be provided to the Union Representative without charge.

11.A.6 Confidentiality of Personnel File. Material in personnel files shall be regarded as confidential and disclosed only in accordance with the provisions of the law.

11.A.7 Positive Entries. Information of a positive nature received by the Port pertaining to said employee shall be placed in the employee's personnel file upon request. The employee shall be advised of any such material received.

11.B Civil Rights and Affirmative Action

11.B.1 No Discrimination. The Port and the Union agree that neither the Union nor the Port shall discriminate in respect to employment by reason of union activity, "race", color, creed, residency or national origin, age, sex, sexual preference, political affiliation or handicap.

11.B.2 Support of Equal Employment Opportunities. The Port and the Union reaffirm their mutual interest in and support of the Equal Employment Opportunity program of the Port and agree to meet from time to time, informally or formally, to discuss the program.

11.B.3 EEO Report. The Port shall provide the Union the semi-annual Equal Opportunity report, as it becomes available.

11.B.4 Publication List. The Port will provide the Union a list of publications directed to the "minority community" in which it advertises job opportunities. The Union will be afforded the opportunity to suggest publications for addition to said list.

11.C Employee Service Ratings and Reports

11.C.1 Reports of Performance. Port agrees that an employee is entitled to a Report of Performance for Probationary Employee and/or Report of Performance for permanent Employee which outlines progress and performance in his/her classification. These reports shall serve primarily as a means (1) whereby an employee may regularly review his/her performance with his/her supervisor; (2) for ascertaining and encouraging the improvement in service by an employee; (3) for providing effective supervision of an employee; (4) for noting and complimenting outstanding achievement by an employee.

11.C.2 Nine Month Probationary Period. Refer to Section 7.A.2 entitled, "Service Ratings During Probationary Period".

11.C.3 Six Month Probationary Period. Refer to Section 8.B entitled, "Services Ratings During Probation".

11.C.4 Return Rights. An employee proving unsatisfactory or electing to decline a promotional position during the probationary period shall have full return rights to his/her former classification without loss of seniority or other benefits.

11.C.5 Reviews Between Annual Performance Appraisals. An employee having one or more areas of below-standard performance may have those areas reviewed and dealt with between the regular annual performance appraisals by use of oral and/or written descriptions of the deficiencies and the methods and schedules for bringing them to acceptable standards. Said reviews shall be made through utilization of disciplinary proceedings and shall be subject to the grievance procedure.

11.C.6 Employee Service Ratings. Where it is clearly established that sick leave was taken for a valid reason and the illness or injury is of a protracted nature (e.g., industrial injury, sickness or injury with confinement of more than three consecutive days' duration, etc.), said absence shall not be taken into account in the performance evaluation.

11.D Equal Pay for Women

The Port agrees that there shall be no distinction between wages paid to men and wages paid to women for the performance of comparable quality and quantity of work in the same operations and classifications.

ARTICLE 12 - WAGES

12.A Salaries

12.A.1 Effective the first pay period after ratification and approval of this Memorandum of Understanding by the Board of Port Commissioners, each employee shall receive a signing bonus of \$3,500.00 less applicable taxes and appropriate deductions, if any.

12. A.2 Effective the first day of the pay period containing July 1, 2013 and after the implementation of Article 18.B, all salaries of represented employees will be increased by two and one-half percent (2.5%).

12.A.3 Effective the first day of the pay period containing July 1, 2014 all salaries of represented employees will be increased by two and one-half percent (2.5%).

12.B Salary Rate Increase

12.B.1 Step Increases. Advancement within the salary schedule hereinafter fixed for the office or position of employment under which an employee serves shall be from Rate "a" to Rate "b" on the basis of six (6) months' satisfactory service in such office or position at Rate "a", from Rate "B" to Rate "c" to Rate "d" on the basis of one (1) year's satisfactory service in such office or position at Rate "c" and from Rate "d" to Rate "e" on the basis of one (1) year's satisfactory service in such office or position at Rate "d".

12.B.2 Effective Dates of Step Increases. Increase to the next higher rate, under said schedules shall become effective and the salary at such next higher rate shall become payable on the first day of the following pay period following completion of the required time of satisfactory service in the same office or position of employment, and thereafter each six months or one (1) years, as the case may be.

12.B.3 Satisfactory Service. "Satisfactory Service" is defined as consistently meeting performance expectations for a position. The employee knows and performs the job well and demonstrates full competency in the completion of assignments. Employees who have not been evaluated in the annual period described in Articles 12.A or 12.B.1 above, shall, for the purpose of said Articles, be presumed to have delivered satisfactory service.

12.B.4 Airport Servicemen. Notwithstanding any provisions hereinabove to the contrary, persons employed as Airport Servicemen who are found and determined by the City Physician to be physically qualified for assignment to crash and rescue work, shall be assigned to Rate "c" within their respective salary schedules upon appointment to said position and shall advance within their respective salary schedules upon appointment to said position and shall advance from Rate "c" to Rate "d" on the basis of six (6) months' satisfactory service in such service in such position at Rate "d"; subject however, to approval of the Executive Director or his designee as hereinabove provided.

12.B.5 Relief Airport Servicemen. The provisions of this section with respect to automatic advancement in salary shall not apply to persons employed as Relief Airport Servicemen.

12.B.6 Airport On-The-Job Injury. In those cases where an Airport Serviceman is found and determined by the City Physician not to be physically qualified for assignment to crash and rescue work and such disqualification results from an injury incurred in the line of duty, no reduction in compensation shall result.

12.B.7 Step Increase Due Date. The Employee Relations Officer shall advise department heads sufficiently in advance of the time when the department

head's recommendations are due with respect to automatic rate increases for employees with the department.

12.B.8 Gardener III. Any new employee who performs supervision or direction functions shall be paid an additional six percent (6%) of the regular pay of his/her own classification.

12.C Custodial Issues. The Port and Local 1021 agree that the problems related to the current workforce classifications performing airport custodial/janitorial services shall be resolved as follows:

(a) During the term of this MOU, all work areas and custodial functions (presently benchmarked for Fiscal Year 2005-06 as 84 shift lines – also referred to as zones/work areas) shall become filled by Custodians (full time). The shift lines may be adjusted according to business needs.

(b) The current Relief Airport Custodians (P/T) shall be selected from the current eligible list into custodians (full time) for the purpose of part (a) above.

(c) The Relief Airport Custodians (INT/PT) (referred to as 990's) who had been employed or are employed during the period commencing July 1, 2001 to present shall constitute the pool of eligible 990's to be examined for Custodians (full time) for the purpose of (a) above.

(d) The examination in (c) above shall be given within ninety (90) days of ratification of this MOU.

(e) An examination preparation training class will be provided for Relief Airport Custodians. The Union will assist in notifying these employees of this training.

(f) The Port will maintain a workforce of Relief Airport Custodians (Int/PT) at the equivalent of fifteen percent (15%) of the Fiscal Year's shift lines. (For example, if there are 84 shift lines, the Port may utilize 12.6 FTE's of Relief Airport Custodians (Int/PT) in Fiscal Year 2006-07. Relief Airport Custodians (Int/PT), commonly referred to as 990 Custodians, may be regularly scheduled to work up to forty (40) hours per week on an intermittent basis to supplement work crews and fill in for absences of other custodial employees. Relief Airport Custodians (Int/PT) receive only those benefits mandated by statute or governmental regulation, e.g. unemployment insurance, workers compensation insurance. (See also the Memorandum of Understanding ratified and confirmed by the parties May 7, 1985.) The cumulative annual employment hours for this classification will not exceed nine hundred and ninety (990) hours per employee in a fiscal year. Relief Airport Custodians (Int/PT) are exempt from the classified service pursuant to Section 902 (d) of the Charter of the City of Oakland. The rate of pay for the classification of Relief Airport Custodian (Int/PT) shall be as shown in Exhibit C of this Memorandum of Understanding.

(g) The rate of pay for the classification of Relief Airport Custodian (Part-Time) shall be on an hourly scale based upon the salary schedule for Custodian. All such employees will be compensated initially at rate "a" for the first six (6) months, and upon satisfactory performance during this period, at rate "b" for the following twelve (12) months and upon satisfactory performance during this period, at rate "c" thereafter. Performance evaluations shall be completed during this initial eighteen (18) months in accordance with Port Personnel Rules and Regulations and Port policies relating to performance evaluations for regular employees.

(h) The Port shall provide a monthly accounting to the Union of full-time Custodian assignments and the number of hours worked by each Relief Airport Custodian.

The Acceptance of this proposal by the parties resolves the pending arbitration.

12.D Relief Custodian and Relief Telephone Operator Seniority.

The Port will accrue seniority for relief custodians and relief telephone operators for the purpose of vacation and shift bidding.

ARTICLE 13 - HOURS, WORKING CONDITIONS AND OVERTIME

13.A Shift Differential

13.A.1 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%).

13.A.2 Extension of Swing Shift Differential. The swing shift differential set forth above in 13.A.1 shall also be applicable to each employee working a shift commencing at or after 1:00 PM.

13.A.3 Class A & B Licenses. Should an employee lose her/his Class A or B license or have their license suspended because of violations sustained during non-working hours or fail to procure a medical examiner's certificate then the Port and the Union shall meet to discuss the eligibility of the affected employee for an existing vacant position or soon to be existing vacant position.

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

13.B Split Shifts

An employee working a split shift shall be paid an additional six (6) percent or sixty-five (\$.65) per hour (whichever is greater) of the compensation fixed for the employee's service.

13.C Lunches

An uninterrupted lunch period of no longer than one (1) hour nor less than one half (1/2) hour, shall be scheduled for employees at or near the midpoint of each scheduled work shift of five (5) or more hours, except for an employee whose work schedule provides a paid lunch period. Where a paid lunch period is provided to an employee, payment shall be based on the regular hourly rate of pay for such employee.

Employees with a scheduled work shift of five (5) or more hours will, in all cases, be afforded time to eat lunch. Employees may leave their work station during an unpaid lunch period provided they are back at the work station immediately following the end of said lunch period.

It is understood that Telephone Operators will take their lunch breaks in a manner similar to that of Airport Servicemen.

13.D Custodial Facilities and Equipment

The Port will maintain improved custodial lounge facilities for the airport Custodians.

13.D.1Custodial Training. The Port will twice annually provide training to custodial employees in the use of chemicals and equipment used on the job.

13.E Uniforms and Protective Clothing

The Port will furnish and maintain appropriate uniforms and/or protective clothing for its field employees, such as carpenters, Port Electricians, Semi-Skilled Laborers, and Plumbers, and for Port Maintenance Leaders, Equipment Systems Engineers, Engineering Assistants and Airport Servicemen. The Port will maintain adequate rain gear and outdoor gear for airport Custodians required to work outdoors.

13.F Tools

The Port will provide adequate hand tools required by Carpenters in the performance of their normal duties in the same manner as provided other craft workers employed by the Port. With respect to existing Carpenters, this provision shall apply only to replacement of existing tools supplied by the Carpenters and additional tools required by such Carpenters in performance of their duties. A sign-out system shall be maintained with respect to all tools supplied by the Port by which the employee will maintain responsibility for non-routine replacement of any such tools. The Port will provide adequate hand tools to Port Maintenance Leaders and Building Maintenance Engineers (Equipment Systems Engineers) for use in the performance of their normal duties. The Port will also provide equal locker space for both female and male custodians. The Port will not use gender differences in the allocation of supplies or locker space for Port custodians.

13.G Gardener's Spray Certificate

The Port shall reimburse each Gardener for the cost and maintenance of the State mandated spraying license.

Also, the employee shall be paid an additional 6% of the regular pay of his/her classification for said certification as long as the certification remains valid.

13.H Meal Pay

An employee working two (2) hours of overtime beyond his/her regular shift will be provided allowance for meals ("meal pay") at the rate of \$16.00 per meal. Effective July 1, 2002, the rate shall be increased to eighteen dollars (\$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.

13.I Rest Periods

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

13.J Acting Pay

An employee assigned to the duties and responsibilities of a budgeted position of higher classification other than his/her own for more than two (2) working days during a fiscal year shall be paid an additional six percent (6%) of the regular pay of his/her own classification, for the total number of working days he/she works in such higher classification during such fiscal year.

An employee 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 his/her acting assignment. However, an employee who acts in a position of higher classification under this provision for a period in excess of thirty (30) consecutive days shall receive acting pay during period(s) of paid leave occurring during his/her acting assignment, commencing with the thirty-first (31st) consecutive day of the acting assignment and continuing until said acting assignment is terminated.

When an employee performs duties that are clearly above and outside of the duties in the employee's job specification, the employee shall be paid an additional 6% of the regular pay for his/her own classification.

13.J.1 Job Audits. The Personnel and Employees Services Department shall complete all job audits within three (3) months of an employee's request of the same. The Supervisor of Personnel and Employee Services shall notify the employee and the Union of the results of the audit. Upon request of the Union, Management representatives of the Personnel and Employee Services Department shall meet with the employee and the Union representative to explain the results and hear any objections of the employee. The results of all Job Audits shall be subject to the approval of the Director of Human Resources.

13.J.2 Lead Worker Assignments. The Port agrees that lead worker experience will not be a minimum requirement for Janitor Foreman.

13.K Reassignment Notification

The Port shall notify employees in writing at least one (1) week in advance of scheduled reassignments of employees to other work locations except in emergency situations or in instances where the employee has waived such notification. This Article shall not be applicable to maintenance employees within the Electrical and Mechanical section.

13.L Overtime

13.L.1 Overtime and Compensatory Time Off. Whenever an employee works in excess of his/her regular workday or regular workweek, he/she shall be compensated for such hours worked at time and one-half (1-1/2) the regular rate, or at the employee's option, may accrue compensatory time off at the same rate up to a maximum of sixty-four (64) hours, (ninety-six (96) hours including overtime credit); provided that such accrual is in accord with the Fair Labor Standards Act (FLSA) if applicable. Compensatory time off shall be taken by an employee at a time mutually agreed upon by the employee and his/her supervisor.

13.L.2 Distribution of Overtime

- a) Overtime shall be distributed as equally as possible on a voluntary, rotational basis at the beginning of each fiscal year beginning with the most senior person in the classification within each geographical area. If the senior person works, his/her name rotates to the bottom of list. When overtime is declined the hours of overtime declined for that overtime opportunity will be added to the total amount of overtime for that person and he/she will be placed in numerical order on the overtime list. Notice of available overtime shall be given to affected employees as far in advance as is practical and possible.
- b) The Department Steward may review overtime records, subject to advance scheduling by the supervisor, and such steward may post overtime worked in his/her area..

13.L.3 Overtime Cancellation. The following applies only to Airport Servicemen and Reception Dispatch Clerks. When such an employee accepts an overtime assignment and then calls within two (2) hours or less prior to the start of that assignment to cancel his/her acceptance, that employee shall forfeit his/her opportunity for working overtime in the next rotation for overtime assignments. (Next rotation is defined in the next time overtime is available.)

If the employee cancels the overtime assignment or if the supervisor cancels the overtime assignment within two (2) hours prior to the overtime shift or work, the cancellation will either be documented by taped phone conversation or a form signed both by the employee and supervisor at the time of cancellation. Both parties shall receive a copy of this form.

13.M Compensatory Buy Back

Portions of accrued compensatory time may be compensated in cash upon the employee's request to the Port. A minimum of two (2) work days (hourly increments equal to the employee's work day) may be compensated in cash. Such leave buy back may be made payable to the employee once every three (3) months, except in cases of extreme emergency as approved by the department manager.

13.N Worker's Compensation

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

13.O Hours of Work

The regular daily work schedule for the Maintenance/Operation employees shall be eight (8) hours; the regular work-week schedule shall be forty (40) hours (except in the case of certain craft workers who work on a reduced work schedule).

The regular daily work schedule for the Clerical/Administrative employees shall be seven and one-half (7 1/2) hours; the regular work-week schedule shall be thirty-seven and one-half (37 1/2) hours (except in the case of certain Airport personnel, such as Telephone Operators, whose regular daily work schedule is eight (8) hours with a paid lunch period of one-half (1/2) hour and whose regular weekly work schedule is forty (40) hours).

13.P 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 a regular shift. This section shall not apply to extension of time worked beyond a regular shift. (Included by side letter to previous Memorandum of Understanding.)

13.Q Child Care Facility

The Port shall consider including space for on-site child care for the proposed new Port Office Building (Site A) and any future Port office buildings for the use of Port employees. The Union will be notified when the office buildings are in the planning stages.

A committee of two (2) representatives from the Union and two (2) representatives from Port management shall meet as the Port's Child Care/Elder Care Committee on Port time to develop recommendations to Port management on the feasibility of an on-site child care facility for Port employees, a tax credit plan for child care/elder care costs, and a method for disseminating information on child care/elder care and referral centers to Port employees.

13.R Shifts Exceeding Twenty-Four (24) Hours

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

ARTICLE 14 - HOLIDAYS

14.A Designated Holidays

The following days of each year are designated as holidays:

- a) January 1st;
- b) The 3rd Monday in January, known as "Martin Luther King Jr.'s Birthday";
- c) February 12th, known as "Lincoln's Birthday";
- d) The 3rd Monday in February
- e) The last Monday in May;
- f) July 4th;
- g) The 1st Monday in September;
- h) September 9th, known as "California Admission Day";
- i) November 11th, known as "Veteran's Day";
- j) The Thursday in November appointed as "Thanksgiving Day";
- k) The Friday following Thanksgiving Day;
- l) December 25th;
- m) A floating holiday subject to the prior approval of the department head to be taken during the calendar year;
- n) Christmas Eve/New Year's Eve - second half of employee's work shift as paid time off on both the above days;
- o) Every day appointed by the President, or Governor for a public fast, Thanksgiving or holiday.

14.B Holiday Pay

Any shift that includes five (5) or more hours on a holiday shall be considered a holiday shift and paid at the overtime rate of time and one-half of the employee's regular hourly rate of pay for that shift. In the event an employee works on a recognized holiday, the overtime pay or compensatory time off as elsewhere specified in this

Agreement is in addition to the pay which the employee would otherwise receive for said holiday.

14.C Holidays on Regular Day Off

14.C.1 Holiday on Normal Day Off. In the event that a designated holiday falls upon a normal day off which is either a Saturday, as to an employee who works a Monday through Friday workweek, or either day off of his/her normal two days off, as to the employee whose workweek is one other than Monday through Friday, then either such event such employee, as the case may be, shall thereafter receive (1) additional day of compensatory time therefore; and each such employee who is required to work on such Saturday or either day off shall, in addition, receive compensation at the rate of time and one-half of regular rate of pay or compensatory time off.

14.C.2 Holiday on Sunday. In the event that a designated holiday falls upon a Sunday, as to an employee who works Monday through Friday workweek, then such employee shall receive the following Monday off therefore; and each such employee who is required to work on such Sunday shall, in addition, receive compensation at the rate of time and one-half of his/her regular rate of pay or compensatory time.

14.D Christmas Eve and New Year's Eve Half Shift Holidays

On the Christmas Eve/New Year's Eve half shift holidays designated above in 14.A, 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 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.

For employees whose regular work week is Monday through Friday immediately prior to Christmas Day or New Year's Day, the following applies: If Christmas Eve and New Year's Eve fall on Saturday or Sunday, these employees shall be entitled to the second half of the work shift as paid time off on the Friday preceding such holidays. In the case of shift workers scheduled to work on such a Friday and who cannot be released from work, these employees shall be entitled to overtime pay or compensatory time off, at the option of the employee for the second half of their shift.

For employees whose work week is not Monday through Friday, and who are not scheduled to work on Christmas Eve and/or New Year's Eve, the following applies: These employees shall be entitled to the second half of the work shift as compensatory time earned on the day preceding such holidays.

ARTICLE 15 - VACATION

15.A Vacation Accrual

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

(a) Two weeks (ten days) per year through the first four employment years;

(b) Three weeks (15 days) per year beginning with the fifth employment year and through the twelfth year, provided, however, that during the tenth (10th) full employment year an employee, on his/her anniversary date, shall accrue one (1) additional day as vacation for that year only;

(c) Eighteen days per year beginning at the thirteen employment year and through the nineteenth year; provided, however, that during the fifteen (15th) full employment year an employee, on his or her anniversary date, shall accrue one (1) additional day of vacation for that year only;

(d) Twenty days (four weeks) per year beginning the twentieth employment year and through the twenty-fifth year; provided, however, that during the twentieth and twenty-fifth full employment years an employee, on his or her anniversary date, shall accrue one (1) additional day of vacation for those years only;

(e) Twenty-five days (five weeks) beginning the twenty-sixth employment year and each year thereafter.

For the purpose of computing the rate of accrual of vacation leave, a break in service of less than two (2) years shall have no effect. A break in service in excess of two (2) years shall mean that the employee so reemployed, for purposes of computing vacation leave, be treated as a new employee.

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

15.B Seniority for Vacations

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

15.C Vacation Deferral

Unused vacation leave may be deferred from year to year, only to the extent of one year's accrual up through December 31st or paid off in January, except as otherwise approved by the department manager.

15.D Vacation Increments

Vacation leave may be utilized in any increment, consistent with departmental scheduling, providing an increment is no less than half a shift and such utilization of less than one week shall be limited to five days annually, except as otherwise approved by the department head.

15.E Illness During Vacation

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.

15.F Payday During Vacation

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

15.G Holiday During Vacation

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

ARTICLE 16 - LEAVES OF ABSENCE

16.A Sick Leave

16.A.1 Definition of Immediate Family. For purposes of this section (and Family Illness) immediate family shall be defined as mother, father, husband, wife, domestic partner, son, daughter, brother, sister, grandfather, grandmother, father-in-law and mother-in-law. A domestic partner shall be deemed a member of an employee's immediate family only for the limited purposes of granting the employee to whom the

term applies time-off from work and for no other purposes, as specifically set forth in Section 16.A.2 of this MOU. Immediate family as used herein, includes the "step" relationships of the above described family members, respectively (step mother, step father, step son, etc.), except with respect to domestic partnerships.

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

16.A.3 Entitlement. Sick leave shall be accrued by an employee at the rate of one full working day per month of service to the Port/City except that sick leave shall not be credited until the completion of the first three months of service. Sick leave with pay which is not used shall be cumulative. Sick leave credits may be accumulated, not to exceed one hundred and fifty (150) working days, except as provided hereunder.

Craft workers in the classifications of Port Electrician, Plumber and Carpenter whose work week is thirty-six (36) or seventy-two (72) hours bi-weekly shall accrue sick leave at the rate of eight (8) hours per month.

16.A.4 Unused Sick Leave. In the event an employee has one hundred and fifty days of accumulated sick leave at the beginning of the calendar year, at the end of the calendar year he/she shall be credited with one day of vacation leave for each full six (6) days of sick leave in excess of one hundred fifty (150) days. Accrued sick leave remaining in excess of one hundred and fifty days after such conversion to vacation leave shall be removed from the official Port records.

16.A.5 Port Attendance Program

General Statement

The Port and the Union 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:

The Port will agree that any employee who is currently in the progressive disciplinary mode as specified in Article 4.C of the MOU (i.e., Verbal, Written Warning, etc.) as a result of the attendance violation will have such disciplines prior to July 1, 1997 considered void for the purpose of any future discipline. The employee's attendance record will also be void and not considered for future discipline prior to July 1, 1997. The voiding of any disciplinary notations relative to attendance will be on a non-prejudice and one-time basis, and will have no impact on any existing pending grievances. (Note: Prior disciplinary records for attendance and any employee's attendance record will remain in the employee's personnel file, but cannot be used for future discipline after the approval of this MOU by the Board of Port Commissioners.)

A. Attendance Standards

1. 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.
2. 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 as outlined in Section 16.B of this Memorandum of Understanding. However, the Port does not allow a certain number of sick days each year to be used however the employee wishes.
3. Other absences include those which are beyond the employee's immediate control (usually of emergency nature) and make coming to work impossible (not just inconvenient or difficult).
4. An employee's record will be reviewed by the supervisor and the 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 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.

5. 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.

B. 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

C. Incentives

1. For employees working more than half-time, if you have accumulated at least sixty (60) days of sick leave on July 1st of the fiscal year, you may prior to August 1st of the following fiscal year exercise one of the following options for sick leave earned, but not used during the fiscal year:
 - a) Accumulate sick leave credits to the 150-day maximum
 - b) Convert sick leave earned over the basic requirement of sixty (60) days to vacation days, at the ratio of three (3) sick leave days to one (1) day of vacation, with a maximum of four (4) days vacation from converted sick leave;
 - c) 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;
 - d) A combination of the above.

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

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

16.A.6 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 the (10) working says' accumulated sick leave in any calendar year. Such family sick leave shall be charged against an employee's accumulated sick leave credits. Immediate family shall be defined as provided in Section 16.A.1 entitled "Definition of Immediate Family".

16.A.7 Sick Leave Buy-Back. Port agrees to compensate, in cash, employees leaving Port/City service after ten (10) years of employment uninterrupted by any single period of absence in excess of one year, for thirty-three and one-third percent (33 1/3%) of accrued sick leave.

16.A.8 Medical and Dental Appointments. The employee's supervisor must be notified at least twenty-four (24) hours in advance of medical or dental appointments scheduled during working hours. The employee must be able to verify such appointments by providing the supervisor with an appointment card or written doctor's notice either before the appointment or on the next scheduled work day after the appointment.

Appointments taking no more than two (2) hours of work time will be excused with no charge to sick leave. If appointments extend beyond two (2) hours, the entire time off will be charged to sick leave.

Medical and dental appointments may not be combined with other types of leave. Appointments should be scheduled so as to minimize impact on work hours.

16.B Personal Leave

Up to four (4) days of accumulated sick leave per year may be used by Port employees for urgent personal business. These four (4) days are not accumulative. However, if not used, this time will be counted as sick leave in which case it can be carried from year to year. Using sick leave for personal business is subject to the approval of the department manager. Urgent personal business is defined as necessary transactions that might affect an employee's economic well-being or personal

welfare and which cannot be carried out during off-duty hours. At least forty-eight (48) hours prior notice shall be given except in case of extreme emergency.

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

16.C Maternity Leave

An employee granted maternity leave shall be returned to her same classification in the department, work location and shift most nearly approximating her former placement as determined by the Port based on the needs of the public service, with no loss of seniority or accrued benefits 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; during such paid leave of absence, seniority would continue to accrue.

The Port agrees to provide medical, dental and visions benefits for up to six (6) months for employees on unpaid maternity leave.

16.D Parental Leave

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

16.E Jury Duty Leave

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

16.F Military Leave

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

16.G Family Death Leave

16.G.1 Special Cases. In special or unusual cases the department head, with the approval of the Executive Director, may grant a family death leave to allow an employee to attend funeral or memorial services for someone other than those included within the definition of the immediate family under the provisions of this MOU. It is the intent of this provision to cover the kind of situation in which someone other than immediate kin has raised the employee, or due to unusual circumstances has a very close relationship with the employee. When such special case consideration is granted, the Union will be notified in writing.

16.G.2 Eligibility Approval. Upon approval of the department head or his/her designated representative, an employee may be granted family death leave with pay not to exceed five (5) working days. Such leave shall not be charged against vacation or sick leave to which an employee may be entitled but shall be in addition thereto. In order to be eligible for family death leave, an employee must have worked for the Port/City for a period of six (6) consecutive months. An employee may be requested to furnish satisfactory verification for his/her use of the family death leave.

16.G.3 Exceptional Hardship. In cases of exceptional hardship, the Port will consider granting an additional day of family death leave with pay and further additional days without pay. In such cases, the employee must receive written approval from his/her department head or the department head's designated representative prior to the employee's departure on such leave.

16.H Premium Pay During Paid Leave

Shift differential and other premium pay shall be continued during paid leaves of absence (disability or on-the-job injury leaves shall be considered paid leave for the purposes of this Article), up to a maximum of thirty (30) calendar days, for an employee who is then regularly assigned to a position in which he/she is eligible for such differential or premium Pay.

In the case of employees on vacation, shift differential and other premium pay shall continue for the duration of such leave. For employees regularly working two (2) shifts on a rotating basis (e.g. Reservation Clerks), the shift differential during a paid leave of absence shall be at the rate of one half (1/2) of the applicable shift premium. For employees regularly working three (3) shifts on a rotational basis (e.g. Airport Servicemen), the shift differential during a paid leave of absence shall be at the rate of two-thirds (2/3) of the applicable shift premium.

For employees regularly working a swing or graveyard shift, the shift differential during a paid leave of absence shall be at the full rate of the applicable shift premium.

16.I On-The-Job Injury Leave

16.I.1 On-The-Job Injury Leave. In the event an employee is injured in the performance of his/her duties, he/she will be entitled to receive full pay, 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 the employee's accumulated sick leave. This benefit will be in conjunction with usual Workers' Compensation benefits and not in addition to amounts of disability pay to which the employee is entitled under Workers' Compensation.

16.I.2 On-The-Job Injury Benefits. Employees on industrial injury leave, who are in a no-pay status and are receiving only temporary disability, shall continue to receive the same fringe benefits, with the exception of retirement, that they normally would receive had they not been injured. Employees on industrial injury leave who **remain** on paid status will continue to receive the same fringe benefits, including retirement. These fringe benefits include, but are not limited to, the following:

1. Vacation accrual at the normal rate.
2. Sick leave accrual at the normal rate.
3. Paid holidays at the normal rate.
4. Service credit for the purposes of computing class seniority, date of hire seniority and all other seniority related items.
5. Medical, dental and vision coverage at the continuing rate.
6. Life insurance coverage at the continuing rate.

16.I.3 Return to Work. When an employee who was off work as a result of an on-the-job injury is able to return to work and perform the duties and responsibilities of the position held before the injury, such employee shall be returned to a position in the same classification as that occupied by the employee at the time of the injury.

16.I.4 Rehabilitation and Retraining. The Port will adhere to applicable public law relating to participation in rehabilitation and retraining programs available to employees off work due to disability.

16.J Leave of Absence Without Pay

Department heads may give leave without pay not to exceed a total of thirty (30) working days in a calendar year. Leaves without pay may be granted for reasons which

in the opinion of the Port, appear to be proper and in the best interest of the Port, such as:

- a) To permit the employee to receive additional education of such nature that will improve the employee's job performance and increase his/her worth to the Port;
- b) To permit the employee, because of his/her particular abilities or his/her outstanding competence, to assist another governmental jurisdiction and which in a direct way will enhance the prestige of the Port/City of Oakland;
- c) To permit the employee to take care of urgent or more important personal business which cannot feasibly be accomplished by someone else;
- d) To permit the employee to settle domestic problems;
- e) To permit the employee to take an exempt position in the Port/City service;
- f) To permit the employee to retain promotional and seniority rights to his/her permanent position upon accepting appointment to a classified position in the Port/City service under a program financed in whole or in part by Federal or tax-exempt foundations.

16.K Leave Benefits Under FMLA

The leave benefits required to be provided under the Family and Medical Leave Act of 1993 and the California Family Rights Act, as amended, shall be provided in conjunction with leave benefits described in this Memorandum of Understanding, not in addition to such benefits except to the extent that these laws require the provision of leave benefits that exceed the leave benefits otherwise provided for in this Memorandum of Understanding. Attached hereto as Attachment "4", is a summary of the pertinent provisions of the Family and Medical Leave Act of 1993.

16.L Employee Assistance Program (EAP)

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

Prior to the renewal of the contract for the current Port provided Employee Assistance Program, the Port and the Union shall meet to consider alternatives to the existing Port plan.

ARTICLE 17 - INSURANCE BENEFITS

17.A Health Plans

17. A.1 Medical Plans.

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

17.A.2 Retiree Medical Benefits.

- a) The Port shall contribute an amount up to the premium cost for health plan coverage for each eligible Port retiree and such enrolled Port retiree's eligible dependents in any of the health plans provided under PERS to which the Port retiree is eligible to participate not to exceed one hundred percent (100%) of the monthly premium costs at the family rate provided by Kaiser Foundation Health Plan, Inc. for the Northern California Region, at the rate available through the Public Employees' Retirement System's health benefit plans.
- b) If an eligible Port retiree chooses to participate in a PERS health plan which is more expensive than the PERS Kaiser Northern California health plan, the excess cost shall be paid by the retiree. These

contributions shall be adjusted during the term described above to reflect the changes, if any, in the PERS premiums.

- c) Retirees shall have the right to inform the Port of an increase in their dependents at any time and have the amount contributed be adjusted accordingly, in accordance with PERS or the insurance carrier's rules. Port retirees shall be required to inform the Port of any reduction in dependents and a corresponding reduction in premium amounts contributed by the Port shall be made.
- d) Said monthly payments shall be for medical premium coverage only and any amount in excess of the actual cost of medical premium coverage shall not be refunded to the Port retiree.
- e) The payments for Port retirees, set forth in subsection "a" above, shall be made monthly from the date of retirement until the retiree ceases to participate in the PERS medical program.
- f) The payments described above in subsection "a" shall be made for eligible Port retirees and their eligible dependents in accordance with the provisions of the Public Employees Retirement Law of the State of California.
- g) These provisions shall take effect within 60 days after ratification of the MOU, or upon implementation by PERS, whichever is earlier.
- h) These provisions constitute the entire and sole agreement of the parties with respect to retiree medical benefits and all prior agreements of the parties are superseded by the terms of this MOU.

With respect to employees first hired by the Port on or after April 1, 2013 (herein referred to as "Retirees"), the Port shall pay a percentage of employer contributions for retiree medical coverage for a Retiree and his or her eligible dependents based on the provisions of Section 22893 of the California Government Code. Under these rules, a Retiree must have at least 10 years of credited service with a CalPERS agency, at least five of which are with the City/Port. Except otherwise required by Section 22893(b) of the California Government Code (providing for 100% of employer contributions for a Retiree who retired for disability or retired for service with 20 or more years of service credit), if the Retiree meets such requirements, the Port will pay a percentage of employer contributions for the Retiree based on the following:

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

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

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

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

17.A.3 Medical Benefits for O.M.E.R.S. Employees and Retirees.

Unless prohibited by PERS or by law, the medical plan coverages described in this Article 17 shall apply to active employees and persons retired or who retire under the Oakland Municipal Employees' Retirement System (OMERS).

17.A.4 Health Care Reform.

In the event of health care reform affecting the provisions of Article 17 (Insurance Benefits) of this Memorandum of Understanding, negotiations will be reopened and the parties will meet and confer with respect to same.

17.A.5 Flexible Benefits.

The parties agree to establish a committee to be composed of three (3) management representatives and three (3) Union representatives to explore and report on factors to be considered in implementing Internal Revenue Code 125 and/or 129 plans. Upon receipt of the committee's findings, the parties agree to meet and confer regarding the implementation of such plans.

17.B Vision Care

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

17.C Dental Plan

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

17.C.1 Port Contribution to Dental Plan. The Port shall contribute an amount equal to one hundred percent (100%) of the cost of employee and dependent coverage under the dental plan.

17.C.2 Dental Plan Review. The Port and Union agree to review the present dental plan at any time during the term of this Agreement at which a reliable dental plan is proposed which provides better coverage at the then existing premium costs, with a commitment by the carrier for premium stability.

17.D Life Insurance

The Port shall provide life insurance coverage for each eligible represented employee in an amount equal to one times the employee's annual salary, including an accidental death and dismemberment benefit of equivalent amount.

17.E Disability Insurance

17.E.1 State Disability Insurance. The Port shall pay the cost of State Disability Insurance (SDI) coverage in behalf of each represented employee.

17.E.2 Long Term Disability. The Port will provide a Long Term Disability policy which will provide coverage on the following basis: waiting period - 90 days or until sick leave is exhausted, whichever is longer; replace sixty percent (60%) of income unless funds are available for integration and then replace up to seventy percent (70%) of income.

17.F Health Benefits Limitations During Leave Without Pay

The Port shall pay its share of health benefit premiums that fall due in the first thirty (30) calendar days of an employee's unpaid leave of absence.

The Port will permit employees to continue health benefits while on leave after the first thirty (30) day so of a leave without pay. Arrangements must be made with the Payroll Personnel Section of the Human Resources Department to continue such coverage. The insurer will not automatically reinstate coverage upon the employee's return to work unless the employee has paid for coverage while on leave. When the employee does not pay for such coverage while on leave, he/she must wait for the applicable re-entry period to reinstate coverage.

17.G Alternate Medical Coverage, Cash in Lieu

If a worker has medical coverage from a family member, he/she may withdraw from the Port medical Program during the regular open enrollment period and receive 50% of the Kaiser North premium at the appropriate single, double or family rate, in cash from the Port on a monthly basis, upon the Port having received proof of the alternate coverage. Cash in lieu payments shall commence with the start of the benefit year, currently January 1, 1998.

ARTICLE 18 - RETIREMENT

18.A Employer Contribution

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

18.B Employee Contributions

18.B.1 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.

18.B.2 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 as specified in 18.B.1), 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.

18.C Current P.E.R.S. Benefits

The Port currently provides the following benefits as set forth in the City's agreement with Public Employee's Retirement System:

18.C.1 Military Services Credited as Public Service. Up to four (4) years of military service can be granted for time during which a member served continuously with the active Armed Forces or the Merchant Marine plus a record of rehabilitation, plus six (6) months thereafter. The member is required to contribute employee and employer contributions, except that service rendered prior to September 1, 1970 may be granted at no cost to the member.

18.C.2 Final Compensation. Final compensation is the average full-time monthly pay rate and special compensation for the last 12 months for employees hired prior to June 9, 2012 or last consecutive 36 months of employment for employees hired on or after June 9, 2012.

18.C.3 Survivor Continuance. Survivor continuance provides the beneficiary a monthly allowance equal to one-half of what the employee's highest "service retirement" allowance would have been had they retired on the date of death. Eligible recipients are the spouse or domestic partner, who have married or registered for at least one year, or if none; children under age 18 who have never been married, or if none; a parent who is at least age 62 and was a dependent of the employee at the time of death.

18.C.4 Benefit Factor. Benefit factor is a percentage of pay to which one is entitled for each year of service. It is determined by one's age at retirement and the retirement formula. The benefit factor increases with each quarter of year of attained age between ages 50 and 55 except for employees subject to PEPRA. The formulas are 2.7% @ age 55 for employees hired prior to June 9, 2012; 2.5% @ age 55

for employees hired on or after June 9, 2012; or 2.0% @ age 62 for new members hired on or after January 1, 2013 subject to PEPRA.

18.C.5 Not Eligible to Retire at the Time of Death. The beneficiary will receive a refund of the member's contributions plus interest, and up to six (6) months' pay (the sum of one month's salary rate for each year of current service to a maximum of six months).

ARTICLE 19 - JOINT LABOR/MANAGEMENT RELATIONS COMMITTEE

19.A. The Port and the Union agree to establish a Labor Management Relations Committee for the purpose of exploring ways to improve the level of mutual respect between the parties and to establish methods for problem-solving of workplace issues.

Items and issues to be discussed shall include, but not be limited to, the following:

1. Training of Union members and stewards as well as Port forepersons, supervisors and managers, in the application of the MOU between the parties.
2. Ensuring fair and consistent application of the Port's Attendance Program as identified in the MOU between the parties.
3. Ensuring that programs and procedures specified in the MOU between the parties are implemented and maintained during the term of the MOU.
4. Developing and seeking to reach agreement concerning the application of seniority, as defined in the MOU, to lay-off, recall and transfers to and from classifications in the City of Oakland.
5. Developing ways to improve action level decision making, customer service and employee morale.
6. Consultant shall be retained for the first year to guide the committee. The consultant will be paid for both by the Port and the Union, at a ratio to be determined.
7. Any other issues of mutual concern.

~~The committee shall be comprised of twelve (12) members, six (6) designated by the Union and six (6) designated by the Port. One of the Union team members shall be the Union president. One of the Port team members shall be the Chief Administrative Officer or the Human Resources Manager. Time lost from the job shall be paid by the~~

Port. The committee shall meet on a monthly basis or on a different schedule as determined by the parties.

19.B. The Port and Union agree that three (3) months after the ratification of this Memorandum of Understanding the Port and Service Employees International Union 1021 shall propose to the City of Oakland to meet to resolve issues regarding common classifications.

ARTICLE 20 - MISCELLANEOUS AND DURATION

20.A Separability and Revisions of Severed Positions

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

20.B Classification Study

Absent some circumstances beyond their control, the Port will complete reviews of the following classifications and/or employee positions within nine (9) months of the date of the execution by Port and Union of a new Memorandum of Understanding:

- a) Telephone Operator
- b) Port Computer Operator
- c) Intermediate Stenographer Clerk
- d) Senior Typist Clerk
- e) Intermediate Typist Clerk
- f) Senior Clerk
- g) Port Equipment Driver
- h) Port Maintenance Leader
- i) Custodian
- j) Gardener
- k) Senior Secretary
- l) Accounting Clerk
- m) Senior Accounting Clerk

In addition, the Port agrees to create the classifications of Lead Custodian and Lead Painter. These classifications shall be created by using the accepted practices existing currently at the Port, and in addition, the newly agreed to provisions of Article 1.C.1, New Classifications shall be adhered to. The employees assigned to these functions currently shall be placed in the new classifications in accordance with Article 3.06 of the Personnel Rules and Procedures of the Port when the classifications are approved.

20.C Memorandum is Entire Agreement

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

20.D Term of Agreement

This Memorandum shall become effective July 1, 2011, as adopted in the necessary implementing ordinances and resolutions and shall remain in effect for a period of four (4) years to and including June 30, 2015.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 12th day of June, 2012.

SEIU LOCAL 1021
Meet and Confer Committee

By: Millie Cleveland
Millie Cleveland
Union Field Representative

PORT OF OAKLAND
Meet and Confer Committee

By: Aaron Agenbroad
Aaron Agenbroad
Chief Negotiator

Local 1021 Negotiations Team:
Alfonso Loera, President
Porter Baymon
Leonard Castaneda
Andy Duncan
Courtney Elder
Charles Mathis
Yvette Nixon
Phillip Stewart

Port Negotiations Team:
Marsha Peterson
Rob Forester
William Morrison
Farbod Pirouzmand
Alicia Platt
Dominic Stuth

The above Memorandum of Understanding is hereby ratified and confirmed this 20th day of December, 2012.

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

By: [Signature]
Executive Director

Approved as to form and legality this 015 day of July, 2013.

[Signature]
Danny W. Wan, Port Attorney

Resolution No. 12-169
P.A. # 2013-235

Exhibit A

December 5, 2012

SIDE LETTER OF AGREEMENT BETWEEN SEIU LOCAL 1021 AND THE PORT OF OAKLAND

REGARDING

AN EXPEDITED ARBITRATION PROCEDURE TO

RESOLVE OUTSTANDING GRIEVANCES

This letter of understanding reflects an agreement between the Port of Oakland ("Port") and SEIU Local 1021 ("SEIU") to resolve a backlog of grievances filed under the parties prior MOU.

This expedited arbitration procedure shall begin within 60 days after the successor MOU has been ratified by the Board of Port Commissioners and continue for one year from the date of ratification, after which it shall terminate unless extended by mutual agreement. The parties shall meet after this MOU has been ratified to determine the procedures necessary to implement this expedited arbitration procedure.

- A. The grievances to be referred to this process shall be all grievances that are currently at the third step of the prior MOU grievance procedure and are of limited scope and limited impact. Either the Port of Oakland ("Port") or SEIU Local 1021 ("Union") can exclude such a grievance from this process if it is too complicated or far reaching in impact. However, it is the intent of the Union and the Port to process as many of the backlogged third step grievances as possible utilizing this process. Depending on the number of grievances to be resolved, the parties agree that this process shall be used at least four (4) times during the pilot period.
- B. The arbitrator shall be mutually selected by the parties; if the parties cannot agree upon an arbitrator, they shall request the State Mediation and Conciliation Service to furnish a list of nine (9) arbitrators. The parties shall alternately strike names until one arbitrator remains.
- C. The arbitration shall be conducted according to the following rules and the arbitrator shall be required to abide by them:
 - i. The arbitrator shall hear and decide as many grievances as can reasonably be presented in a normal work day.
 - ii. Prior to the arbitration, the parties shall try to agree upon the issues to be presented to the arbitrator, but if they are not able to agree, the grievance will not be submitted to expedited arbitration.

For the Union:		For the Port:	
<i>Millie Cleveland</i>	<i>Field Rep</i>		
Print name: <i>Millie Cleveland</i>	Date <i>12/07/12</i>	Deborah Ale Flint, Acting Executive Director	Date
		<i>Marsha Peterson</i>	<i>12-17-12</i>
Print name:	Date	Marsha Peterson, Labor Advisor to the Executive Director	Date
		<i>Farbod Piroozmand</i>	<i>12/17/12</i>
Print name:	Date	Farbod Piroozmand, HR Supervisor-Labor Relations	Date

December 6, 2012

SIDE LETTER OF AGREEMENT BETWEEN SEIU LOCAL 1021 AND THE PORT OF OAKLAND

REGARDING

Percentage of Employer Contribution for New Retirees and Future Legislation

This letter of understanding reflects an agreement between the Port of Oakland ("Port" or "Employer") and SEIU Local 1021 ("SEIU").

1. Whereas the Port represented to SEIU during negotiations that PERS does not have an option, or schedule, allowing an employer to make contributions for retiree medical benefits over a 15 year period, but only over a twenty year period, as set forth in Government Code Section 22893 and Article 17.A.2 of this Memorandum of Understanding.
2. SEIU agreed to the Port's proposal concerning retiree benefits for new employees, in Article 17.A.2, under the condition that the parties would jointly use their best efforts to draft and pass legislation to require PERS to establish an optional 15 year schedule for an employer to make contributions toward retiree medical benefits as follows: 50% at 10 years, 60% at 11 years, 70% at 12 years, 80% at 13 years, 90% at 14 years, and 100% at 15 years
3. In the event such legislation is passed, the Port agrees to modify the schedule of employer contributions set forth in Article 17.A.2 to incorporate the fifteen year contribution schedule: specifically, employer contributions would be 50% at 10 years, 60% at 11 years, 70% at 12 years, 80% at 13 years, 90% at 14 years, and 100% at 15 years.

For the Union:		For the Port:	
<i>Mitie Cleveland</i>	<i>Feb Rep</i>		
Print name: <i>Mitie Cleveland</i>	Date <i>12/17/12</i>	Deborah Ale Flint, Acting Executive Director	Date
		<i>Marsha Peterson</i>	<i>12-17-12</i>
Print name:	Date	Marsha Peterson, Labor Advisor to the Executive Director	Date
		<i>Farbod Pirouzmand</i>	<i>12/17/12</i>
Print name:	Date	Farbod Pirouzmand, HR Supervisor-Labor Relations	Date

EXHIBIT C

Unit A

JOB TITLE		Step A	Step B	Step C	Step D	Step E
AP Properties Operations Assistant	7/1/2013	5879	6173	6479	6868	7283
	7/1/2014	6026	6327	6641	7040	7465
AP Security Sys Tech	7/1/2013	5615	5894	6189	6561	6953
	7/1/2014	5755	6041	6344	6725	7127
AP Security/ID Specialist	7/1/2013	4391	4614	4848	5125	5421
	7/1/2014	4501	4729	4969	5253	5557
Account Clerk	7/1/2013	4628	4863	5107	5407	5717
	7/1/2014	4744	4985	5235	5542	5860
Administrative Specialist	7/1/2013	5687	5970	6269	6645	7045
	7/1/2014	5829	6119	6426	6811	7221
Airport Operations Assistant	7/1/2013	5879	6173	6479	6868	7283
	7/1/2014	6026	6327	6641	7040	7465
Aviation Graphics Specialist	7/1/2013	6056	6356	6676	7076	7499
	7/1/2014	6207	6515	6843	7253	7686
Building Services Assistant	7/1/2013	4568	4799	5042	5332	5642
	7/1/2014	4682	4919	5168	5465	5783
Computer Operator	7/1/2013	4806	5048	5310	5619	5937
	7/1/2014	4926	5174	5443	5759	6085
Data Entry Operator	7/1/2013	4358	4555	4806	5075	5375
	7/1/2014	4467	4669	4926	5202	5509
Eng Document Control Speclst	7/1/2013	5687	5970	6269	6645	7045
	7/1/2014	5829	6119	6426	6811	7221
Graphic Artist	7/1/2013	4911	5159	5424	5739	6064
	7/1/2014	5034	5288	5560	5882	6216
Marine Billing/Traffic Asst	7/1/2013	5687	5976	6277	6634	7014
	7/1/2014	5829	6125	6434	6800	7189
Marine Statistics Clerk	7/1/2013	4675	4915	5163	5458	5772
	7/1/2014	4792	5038	5292	5594	5916

JOB TITLE		Step A	Step B	Step C	Step D	Step E
Office Specialist I	7/1/2013	4391	4611	4841	5131	5439
	7/1/2014	4501	4726	4962	5259	5575
Office Specialist II	7/1/2013	5026	5280	5540	5876	6229
	7/1/2014	5152	5412	5679	6023	6385
Permit Tech - P/T	7/1/2013	34.79	36.54	38.43	40.62	42.98
	7/1/2014	35.66	37.45	39.39	41.64	44.05
Permit Technician	7/1/2013	5656	5940	6241	6600	6978
	7/1/2014	5797	6089	6397	6765	7152
Port Computer Operator	7/1/2013	4831	5078	5334	5643	5968
	7/1/2014	4952	5205	5467	5784	6117
Port Deliveryperson*	7/1/2013	4168	4376	4586	4857	5137
	7/1/2014	4272	4485	4701	4978	5265
Port Engineering Technician I	7/1/2013	5159	5422	5690	6021	6369
	7/1/2014	5288	5558	5832	6172	6528
Port Engineering Technician II	7/1/2013	5889	6175	6489	6866	7260
	7/1/2014	6036	6329	6651	7038	7442
Port Human Resource Clerk	7/1/2013	4729	4965	5213	5511	5833
	7/1/2014	4847	5089	5343	5649	5979
Port Office Equipment Assist	7/1/2013	4911	5159	5424	5739	6064
	7/1/2014	5034	5288	5560	5882	6216
Port Office Equipment Tech	7/1/2013	5502	5781	6072	6423	6795
	7/1/2014	5640	5926	6224	6584	6965
Port Senior Computer Operator	7/1/2013	5620	5905	6202	6561	6938
	7/1/2014	5761	6053	6357	6725	7111
Port Senior Engineering Tech	7/1/2013	6896	7243	7613	8043	8516
	7/1/2014	7068	7424	7803	8244	8729

JOB TITLE		Step A	Step B	Step C	Step D	Step E
Reception Dispatch Clerk	7/1/2013	4115	4328	4549	4800	5078
	7/1/2014	4218	4436	4663	4920	5205
Relief Telephone Operator	7/1/2013	25.89	27.10	28.60	30.15	31.97
	7/1/2014	26.54	27.78	29.32	30.90	32.77
Research Technician	7/1/2013	6726	7065	7420	7850	8300
	7/1/2014	6894	7242	7606	8046	8508
Senior AP Security/ID Spec	7/1/2013	4729	4827	5218	5523	5838
	7/1/2014	4847	4948	5348	5661	5984
Senior Account Clerk	7/1/2013	5310	5571	5858	6194	6554
	7/1/2014	5443	5710	6004	6349	6718
Senior Secretary/Assist Sec	7/1/2013	6189	6502	6828	7215	7630
	7/1/2014	6344	6665	6999	7395	7821
Senior Telephone Operator	7/1/2013	4757	4976	5246	5524	5854
	7/1/2014	4876	5100	5377	5662	6000
Telephone Operator	7/1/2013	4485	4696	4949	5211	5525
	7/1/2014	4597	4813	5073	5341	5663
Wharfinger	7/1/2013	8724	9084	9548	10057	10587
	7/1/2014	8942	9311	9787	10308	10852

Unit B

JOB TITLE		Step A	Step B	Step C	Step D	Step E
AP Grd Trans & Pkg Ops Spec	7/1/2013	4729	4965	5213	5511	5833
	7/1/2014	4847	5089	5343	5649	5979
AP Ops Specialist, Air/Land	7/1/2013	7247	7612	7996	8457	8944
	7/1/2014	7428	7802	8196	8668	9168
A/P Parking Lot Assist/Monitor	7/1/2013	20.61	0	0	0	0
	7/1/2014	21.13	0	0	0	0
AP Term Maint Coord	7/1/2013	7065	7420	7789	8237	8709
	7/1/2014	7242	7606	7984	8443	8927
Carpenter	7/1/2013	6669	6953	7264	7632	8026
	7/1/2014	6836	7127	7446	7823	8227
Custodian	7/1/2013	4529	4714	4893	5118	5353
	7/1/2014	4642	4832	5015	5246	5487
Diver*	7/1/2013	7935	8333	8755	9259	9793
	7/1/2014	8133	8541	8974	9490	10038
Engineering Assistant*	7/1/2013	6090	6405	6729	7103	7514
	7/1/2014	6242	6565	6897	7281	7702
Equipment Systems Engineer	7/1/2013	7292	7642	8031	8488	8981
	7/1/2014	7474	7833	8232	8700	9206
Fire Prevention Sys Engr	7/1/2013	7292	7642	8031	8488	8981
	7/1/2014	7474	7833	8232	8700	9206
Gardener I	7/1/2013	4134	4305	4477	4679	4897
	7/1/2014	4237	4413	4589	4796	5019
Gardener II	7/1/2013	4764	5006	5257	5554	5877
	7/1/2014	4883	5131	5388	5693	6024
Gardener II (PT)	7/1/2013	27.52	0	0	0	0
	7/1/2014	28.21	0	0	0	0
Gardener III	7/1/2013	5614	5868	6154	6462	6810
	7/1/2014	5754	6015	6308	6624	6980
Gardener III (PT)	7/1/2013	37.31	0	0	0	0
	7/1/2014	38.24	0	0	0	0

JOB TITLE		Step A	Step B	Step C	Step D	Step E
Lead Custodian	7/1/2013	4801	4997	5185	5424	5671
	7/1/2014	4921	5122	5315	5560	5813
Lead Painter	7/1/2013	7934	8263	8643	9055	9510
	7/1/2014	8132	8470	8859	9281	9748
Maritime Pub Wks/Rail Sfty Spe	7/1/2013	8279	8684	9138	9668	10222
	7/1/2014	8486	8901	9366	9910	10478
Painter	7/1/2013	7484	7794	8154	8542	8973
	7/1/2014	7671	7989	8358	8756	9197
Plumber	7/1/2013	7919	8280	8650	9096	9558
	7/1/2014	8117	8487	8866	9323	9797
Port Electrician	7/1/2013	7776	8159	8554	9016	9508
	7/1/2014	7970	8363	8768	9241	9746
Port Electrician (PT)	7/1/2013	49.54	52.00	54.48	57.48	60.59
	7/1/2014	50.78	53.30	55.84	58.92	62.10
Port Equipment Driver*	7/1/2013	6623	6948	7312	7731	8178
	7/1/2014	6789	7122	7495	7924	8382
Port Equipment Mechanic*	7/1/2013	6687	7024	7380	7806	8263
	7/1/2014	6854	7200	7565	8001	8470
Port Equipment Service Worker*	7/1/2013	5159	5422	5690	6021	6369
	7/1/2014	5288	5558	5832	6172	6528
Port Lead Repro Equip Oper	7/1/2013	5673	5961	6263	6619	7003
	7/1/2014	5815	6110	6420	6784	7178
Port Maintenance Leader*	7/1/2013	6623	6948	7312	7731	8178
	7/1/2014	6789	7122	7495	7924	8382
Port Repro Equip Operator	7/1/2013	4658	4890	5139	5433	5748
	7/1/2014	4774	5012	5267	5569	5892
Port Senior Equipment Mechanic*	7/1/2013	7406	7778	8170	8644	9145
	7/1/2014	7591	7972	8374	8860	9374
Power Equipment Operator*	7/1/2013	6996	7296	7615	7992	8396
	7/1/2014	7171	7478	7805	8192	8606
Relief A/P Custodian (Int/PT)	7/1/2013	20.01	0	0	0	0
	7/1/2014	20.51	0	0	0	0

JOB TITLE		Step A	Step B	Step C	Step D	Step E
Relief A/P Custodian (PT)	7/1/2013	26.14	27.16	28.24	29.49	30.86
	7/1/2014	26.79	27.84	28.95	30.23	31.63
Semiskilled Laborer	7/1/2013	5945	6212	6462	6776	7118
	7/1/2014	6094	6367	6624	6945	7296
Senior Engineering Assistant	7/1/2013	7065	7420	7789	8237	8709
	7/1/2014	7242	7606	7984	8443	8927
Sr Surveying and Mapping Tech	7/1/2013	7065	7420	7789	8237	8709
	7/1/2014	7242	7606	7984	8443	8927
Youth Aide Class "BB" (PETA Program)	7/1/2013	22.43	0	0	0	0
	7/1/2014	22.99	0	0	0	0

*Additional 3% for Class A or B License



PORT OF OAKLAND

LETTER AGREEMENT REGARDING SUSPENDED DRIVER'S LICENSE

As the result of "Meet and Confer" between the Port of Oakland and Local 790 it was agreed that a voluntary program will be developed to accommodate employees whose driver's licenses have been suspended for conduct occurring off the job. This program is meant only for those classifications that require a driver's license in order to perform the job and is effective September 5, 1991.

Program Criteria (this is a voluntary program)

- the employee will be placed in a temporary position if the license suspension exceeds 30-days and for a maximum of one-year. The employee must use accrued vacation, personal or compensatory leave or request a leave of absence for license suspension of 30-days or less.
- the position does not have to be in the department to which the employee is permanently assigned
- employees affected by this program will be assigned to the Youth Aide BB exempt classification. This position will be entitled Permanent Employee on Temporary Assignment (PETA) with corresponding pay rate.
- an employee will be allowed to participate in this program no more than once every five years
- institution of this program will eliminate any existing procedure currently being utilized for the purpose of dealing with employees with suspended licenses; this program will not affect those employees who are presently participating in another license suspension procedure in the Port
- when an employee has had his/her license reinstated the employee shall revert to his/her permanent classification and prior pay rate

Affected Classifications (Local 790 Represented)


Airport Serviceman	Port Electrician
Carpenter	Port Equipment Driver
Custodian (some)	Port Equipment Mechanic
Deliveryman	Port Equipment Service Worker
Electrical Mechanical Technician	Port Maintenance Leader
Engineering Assistant	Port Senior Equipment Mechanic
Equipment Systems Engineers	Power Equipment Operator
Gardener I	Principal Drafting Technician
Gardener II	Relief P/T Custodian (some)
Gardener III	Semi-Skilled Laborer
Intermediate Drafting Technician	Senior Engineering Assistant
Painter	Parking and Meter Checker (some)
Plumber	Wharfinger

APPROVED:

United Public Employees
Local 790, AFL-CIO

Port of Oakland

By: _____
Thomas Carr
Business Representative

By: 
Charles R. Roberts
Executive Director

UNITED PUBLIC EMPLOYEES

LOCAL 790



Affiliated with the Service Employees International Union, the largest AFL-CIO Union in California

October 4, 1991

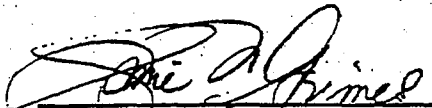
PAUL VARACALLI
Executive Director
MARGARET BUTZ SHELEDA
Deputy Executive Director
522 Grand Avenue
Oakland, CA 94610-3599
Phone (415) 465-0120
Fax (415) 451-6928
240 Golden Gate Avenue
San Francisco, CA 94102-3785
Phone (415) 673-8755
Fax (415) 567-6729


Re: SIDELETTER OF AGREEMENT-USE OF YOUTH AIDE
CLASSIFICATION FOR PERMANENT EMPLOYEES ON
TEMPORARY ASSIGNMENT (PETA) PROGRAM

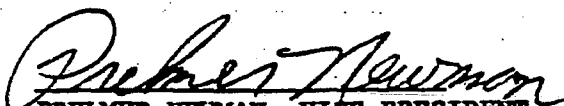
To confirm meetings between Local 790 and the Port of oakland
regarding the Permanent Employees on Temporary Assignment (PETA)
Program; it is agreed:

1. The classification of Youth Aide BB will be used to facilitate the PETA Program.
2. Within the next year the Port of Oakland and Local 790 will meet and confer in an effort to obtain a permanent classification for the PETA Program in the Civil Service System.
3. On going efforts will be made by the Port of Oakland and Local 790 to establish a maximum assignment, to the Youth Aide classification, for temporary employees of 1 year.


Signing of this sideletter will authorize the use and enforcement of the Port of Oakland Driver's License (PETA) Program.


SALLIE B. GRIMES, PRESIDENT
PORT OF OAKLAND CHAPTER-790


CHARLES ROBERTS, EXECUTIVE
DIRECTOR/PORT OF OAKLAND


PRELMER NEWMAN, VICE PRESIDENT
PORT OF OAKLAND CHAPTER-790


OPAL BELLAND, DIRECTOR OF
HUMAN RESOURCES/PORT OF OAKLAND


THOMAS CARR, BUSINESS
REPRESENTATIVE-LOCAL 790

YOUTH AIDE, CLASS BB
Youth Aide, Class BB (PETA)

A. CLASS DEFINITION

This is unskilled work performing a variety of simple, routine, manual and clerical duties. Employees in this class are expected to be young persons with little or no substantial previous employment experience. Employees will be expected to work on a part-time basis during the regular school year and may work on a full-time basis during vacation periods. Incumbents in this position work under direct supervision, and their work is reviewed while in progress and upon completion. The main purpose of this position is to provide job opportunities to individuals from the local disadvantaged community and to allow for meaningful on-the-job training and work experience.

B. TYPICAL TASKS/DUTIES

A Youth Aide may be assigned to perform one or more of these specific tasks:

1. Works with skilled and unskilled workers engaged in constructing, maintaining and cleaning buildings; structures, paved surfaces, walks, fairways, landscape areas, utilities, and any other municipal areas within the City limits.
2. Services automobiles and other vehicles.
3. Collects and distributes inter-departmental mail, supplies, and documents.
4. Does simple typing and filing; collects materials.
5. Conducts occupancy surveys in various building structures.
6. Puts books and other material on shelves, and checks and rearranges shelves or files in alphabetical or numerical sequence.
7. Removes dirt, grease, and other foreign matter from museum artifacts as a preliminary step to further restoration.
8. Installs Museum exhibits in their respective displays.
9. Escorts visitors through establishments, such as Museum, Port or any other municipal facility.

C. KNOWLEDGE, SKILLS AND ABILITIES

To successfully perform the typical task and duties of the position, the knowledge, skills and/or abilities listed below are required.

1. Ability to perform simple clerical tasks.
2. Physical ability to do laborer work.

3. Ability to drive an automobile.
4. Ability and willingness to understand and follow instructions.
5. Ability to work with others and be courteous to the public.

D. PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform this job.

While performing the duties pertaining to this position, the intern may be regularly required to extensively make use of close vision to read a variety of materials; have color vision sufficient to distinguish written or graphic materials annotated with high-lighting pens or inks; hear alarms; have fine motor control to manipulate keyboards and multi-button telephone sets; and have a range of motion sufficient to push, pull and place books, binders and other materials on level surfaces.

E. WORK ENVIRONMENT

The work environment described here is representative of those an employee encounters while performing this job.

The intern may work in-doors in an air conditioned office, with a mixture of natural, incandescent and fluorescent light. Typical noise levels are muted by acoustic ceilings, carpet and sound-deadening wall panels. The incumbent may work out-of-doors in a variety of weather conditions.

F. EDUCATION AND EXPERIENCE

This position requires education and experience reflecting possession of the required knowledge and skills. A typical combination would include enrollment in an accredited college or university.

G. OTHER CHARACTERISTICS

1. Eligible to participate in the PETA program.

JOB #:	10156
SALARY GRADE/SCALE:	6112A
STANDARD HOURS-DAY/WEEK:	7.5/Day-37.5/Week
JOB CLASS:	Exempt by Resolution
LEGAL SECTION:	09.18
FLSA:	Non-exempt
JOB CATEGORY (EEO-1):	
JOB GRADE:	Not specified
JOB TYPE:	Not specified
Classification Created: September 2, 1980 (Port Ordinance 2346)	

Exhibit E

Memorandum of Understanding
(Airport Janitorial Program)

I - Introduction

The purpose of this Memorandum is to set forth the agreement and understanding reached by and between the Board of Port Commissioners of the City of Oakland (hereinafter referred to as the "Port") and United Public Employees Local 790, Service Employees International Union, AFL-CIO (hereinafter referred to as the "Union") with respect to the operation of a program for the performance of janitorial services in the Port's new Terminal II and Terminal I at Oakland International Airport.

The Port had considered the use of an outside contractor for the performance of the Terminal II janitorial services pursuant to the applicable procedures set forth in the Charter of the City of Oakland. The Union, which represents the Janitor/Janitress classifications at the Port opposed the use of an outside contract for these services and proposed to the Port utilizing existing and additional Port employees in a program that would: improve productivity by promoting team spirit and morale, improve attendance within the Airport janitorial work group, achieve some of the economies of the outside contract proposal primarily through the use of a limited part-time work force with a lower hourly pay rate and no contract monetary fringe benefits, utilize the Union's assistance in identifying potential applicants for the new janitorial positions and involve mechanisms for the exchange of ideas regarding productivity and economy between Airport management and the janitorial employees.

After consideration of the Union proposal the Port determined to establish this type of program for a period of six (6) months to assess its effectiveness in achieving the economies, productivity and attendance improvements proposed following which a decision will be made by the Port to continue the program or pursue other alternatives. Notwithstanding its full and active participation in the Program it is understood that the Union's action in this regard and its entry into this Memorandum and its acceptance of the terms hereof are not intended and shall not be construed to indicate any concurrence in any outside contract alternative upon any termination of the Program. The Program will involve the integration into the regular Port, employee work groups in both Terminal I and Terminal II of intermittent, part-time janitorial personnel who will be used on both a part-time scheduled basis and as needed to supplement work crews and fill in for certain absences of other janitorial employees. The Program will include as a major feature a combination of attendance incentive and control elements designed to reduce the amount of sick leave and other unscheduled absences within the Airport janitorial work force.

II - Attendance Management and Incentives

The Port will extend its existing Employee Assistance Program to the regular, full-time Airport janitorial classifications to assist those employees desiring to utilize the program in matters affecting their work performance, productivity and attendance.

The Port will adopt for said regular, full-time Airport janitorial classification the City of Oakland Stay Well Program, which is presently in a twelve (12) month experimental period at the City, for a similar twelve (12) month test period to encourage the reduction in use of sick leave and other related unscheduled leaves of absence. It is further understood that Airport Management may utilize additional administrative departmental incentives to encourage reduction in leave use.

The Port will also adopt within thirty (30) days of the commencement of the term of this Memorandum an Attendance Management Program similar to the City of Oakland's most recently adopted Attendance Management Program for the purpose of providing a more uniform method of administering situations involving either good attendance or attendance problems. The Attendance Management Program will be utilized for the regular, full-time janitorial personnel, it being understood that while attendance problems may also be encountered with the intermittent work-force these can be administered through other means relating to scheduling and removal from scheduling lists herein-after set forth. In order to allow an opportunity to further adopt the City Attendance Management Program to the Port's situation the parties will further discuss and develop the specifics of the Port program during said thirty (30) day period following commencement of the Memorandum term; provided that in the event the parties hereto are not in agreement at the end of said thirty (30) day period as to the alternate specifics of the Port Program the said City Attendance Management Program will be adopted verbatim by the Port with only those clerical modifications deemed necessary by the Port to reflect the Program as a Port program consistent with any Port Personnel Rules referenced therein.

In the event the Port determines, following the conclusion of the six (6) month trial period, to discontinue the Airport Janitorial Program and to proceed with the utilization of an outside contract for janitorial services in said Terminal II either party hereto may thereafter by written notice to the other cause the termination of any or all of the attendance incentive or management programs set forth in this Section II.

III - Relief Airport Custodians (Intermittent, Part-Time)

In addition to establishment of four (4) new Janitor/Janitress positions the Port will establish an adequate number of Relief Airport Custodians (Intermittent, Part-Time) positions to provide a pool for the staffing of eight (8) full-time equivalent janitorial positions on a part-time scheduled basis and additional on-call personnel to cover absences and peak work loads. These positions will be exempt from the classified Civil Service by reason of Charter Section 802(d). Employees filling these positions will be expected to be prepared to work on either or both a scheduled part-time basis or on-call basis.

The salary rate for this classification is \$7.50 per hour. None of the Port's monetary fringe benefits shall apply to said classification except Port contributions for Social Security, State Disability Insurance and State Workers Compensation benefits and federally mandated overtime pay, if applicable.

Employees in this classification who are working on a regularly scheduled basis will generally be used in four (4) or eight (8) hour shifts while employees utilized on an on-call basis may be used in work hours of various lengths. The cumulative annual employment hours for this classification will not exceed nine hundred ninety (990) hours in a fiscal year. The Port will provide the Union with a record of the hours worked by employees in this classification on a biweekly basis at such times as these records are available in the Port's normal record keeping process.

The position of Relief Airport Custodian (Intermittent, Part-Time) will initially be included in the Port's Maintenance-Operations Unit, represented by the Union. However, by reason of the intermittent, part-time, and at present temporary, nature of the Relief Airport Custodian positions and the ineligibility of employees filling these positions for the regular Port monetary fringe benefits, a number of the provisions of the Memorandum of Understanding between the Port and the Union covering the Maintenance-Operations Unit for the term commencing July 1, 1984 to and including June 30, 1987 shall be inapplicable to the said Relief Airport Custodian classification. The Articles or specified portions thereof which are inapplicable to said classification are as follows: Articles 4, 6, 7, 8, 9, 11.C, 12, 13.A, 13.B, 13.G, 13.I, 13.J, 13.K, 13.L, 13.M, 14, 15, 16 (except for 16.I), 17, 18 and 19.C. It is also understood that because of the Civil Service exempt nature of these positions Article 5C and a substantial portion of Article 2I relating to protections afforded classified Civil Service

employees under Section 8.02(e) of the City Charter will also be inapplicable. Other applicable sections of the Memorandum shall in their application take into consideration the intermittent, part-time and flexible nature of this classification.

In the event the Port determines to continue this Program on a regular basis at the conclusion of the trial period the parties will further review the possible applicability of certain of the presently inapplicable Memorandum provisions to a longer term program.

Due to the importance to the Program of maintaining a pool of Relief Airport Custodians who are regularly available for scheduled or on-call assignments it will be necessary to remove from scheduled assignments and/or terminate certain of said relief employees who repeatedly fail to report for scheduled assignments or are repeatedly unavailable for on-call assignments so that these employees can be replaced by other employees who will be available for such assignments. Therefore if a relief employee is scheduled for work and is not present for three (3) consecutive scheduled shifts and has not called in advance to be excused or if such employee refuses on-call assignments on three (3) consecutive occasions, such employee shall be terminated from the Relief Airport Custodian pool. If a relief employee has more than six (6) cumulative times of absence from scheduled work assignments within a six (6) month interval without a documented exemption approved by the supervisor or if said employee is unavailable for phone contact for on-call assignments on more than six (6) cumulative occasions in a six (6) month period such employee shall be terminated from the Relief Airport Custodian pool. A relief employee shall have no rights of appeal to termination for refusing or being unavailable for assignments or failure to report as above described. If there are, three (3) supervisor complaints that a relief employee's work is unsatisfactory, such employee shall be terminated from the pool; provided, however, that such employee shall have an opportunity to meet with the supervisor and may request the Union Steward or Business Representative be present at such meeting. In each of the above instances of events which will cause termination of the employee the employee will be notified in writing by the Port following the 2nd or 5th such offense (as the case may be) that the next such offense will cause such termination. Such written notification may be delivered personally to the employee or mailed to his/her last known address.

In the event it is determined to extend the Program beyond the original six (6) month test period the Port will within thirty (30) days of the date of the decision to extend the Program complete performance evaluations for each of the

relief employees who have been employed in the Program for in excess of four hundred (400) work hours during the initial six (6) month period. These performance evaluations will utilize a modified performance evaluation form to be developed by the Port Personnel Manager.

It is understood that in order to provide some expectation of transition to regular employment from the Relief Airport Custodian pool the Port will give primary consideration to persons in the pool when filling subsequent vacant regular Airport janitorial positions, subject to all applicable Civil Service testing requirements.

The provisions of this Section III may be modified by the mutual written agreement of the parties hereto.

IV - Information and Input Mechanisms

In order to properly assess and administer this Program, Airport Management will conduct frequent regularly scheduled meetings to advise Airport janitorial employees as to the Programs's implementation and progress and to receive employee suggestions as to the Program's administration. The meetings will employ a format which encourages frank and open discussion in a mutually respectful manner. Opportunity will also be provided for the possibility of additional meetings to be arranged following specific request from the Employee work group in instances in which the regularly scheduled meetings will be inadequate for the purpose desired. These meetings will be on a work group level and will not be conducted as Union-Management meetings; provided that the Airport Manager and Union Business Representative will mutually establish procedures for the Business Representative's participation in certain of said meetings and for additional monthly meetings between Airport management and the Business Representative and selected Airport Janitor/Janitress committee members to discuss additional elements of augmentation of the Program.

V - Trial Period

The initial term of the Program shall be six (6) months commencing May 15, 1985. Prior to and at the conclusion of the six (6) month term the Port will review and evaluate the Program to determine if its goals have been achieved during the period. Port's evaluation will primarily involve the economies achieved by the program as compared to the economies anticipated, improvement in attendance for the regular Airport janitorial work force and the levels of performance and productivity achieved as a result of the Program.

Following the Ports review and evaluation of the Program, the Port's representatives will meet with the Union to discuss the results of the review and evaluation and convey to the Union any proposed Port staff recommendation as to the future of the Program. Said staff recommendation to be made to the Board of Port Commissioners may include: continuation of the existing Program for a specific or indefinite term, continuation of a modified Program, termination of the Program and reconsideration of the outside contract alternative or other appropriate recommendation. In the event the Port staff's proposed recommendation is to continue the existing or a modified Program the Union's concurrence in that recommendation will be required to extend the terms of this Memorandum of Understanding into the period of the Program's continuation.

This Memorandum of Understanding shall be subject to adoption by the Port of necessary implementing ordinances and resolutions.

The above Memorandum of Understanding is hereby ratified and confirmed this 7th day of May 1985.

UNITED PUBLIC EMPLOYEES
LOCAL 790, AFL-CIO

By *Paul Vassallo*
Executive Director

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

By *W. J. ...*
Executive Director



State of California Secretary of State

FILE NO: _____

DECLARATION OF DOMESTIC PARTNERSHIP

Please read instructions on reverse side before completing form.

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

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

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

This Space For Filing Use Only

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

Mailing Address _____ City _____ State _____ Zip _____

State of California _____ **NOTARIZATION IS REQUIRED**
 County of _____

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

WITNESS my hand and official seal.

Signature of Notary Public _____ [SEAL]



State of California Secretary of State

FILE NO: _____

(Office Use Only)

NOTICE OF TERMINATION OF DOMESTIC PARTNERSHIP (Family Code section 299)

Instructions:

1. Complete and send to:
Secretary of State, P.O. Box 942877
Sacramento, CA 94277-0001
(916) 653-3984
2. There is no fee for filing this Notice of Termination of Domestic Partnership.
3. Both registered domestic partners must sign the same Notice of Termination of Domestic Partnership form pursuant to Family Code section 299(a)(1). The signatures can be acknowledged at different times by different notaries public as long as a separate certificate of acknowledgment is attached to the form.

We, the undersigned, do declare that:

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

Secretary of State File Number (if known): _____

_____ Signature of Partner	_____ Printed Name (Last)	_____ (First)	_____ (Middle)
_____ Signature of Partner	_____ Printed Name (Last)	_____ (First)	_____ (Middle)

NOTARIZATION IS REQUIRED

State of California
County of _____

On _____, before me, _____
personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

[PLACE NOTARY SEAL HERE]

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

NAME [_____]

ADDRESS [_____]

CITY/STATE/ZIP [_____]

Can a Domestic Partner be classified as a Dependent of a Taxpayer?

Employee (taxpayer) Name: _____

Tax Year: 2012

Note: In order for health benefits to be provided to a Domestic Partner on a tax-free basis, all of the answers listed below must be answered in the affirmative.

- | | <u>Yes</u> | <u>No</u> |
|---|--------------------------|--------------------------|
| a) Does the taxpayer intend to provide over one-half of the Domestic Partner's economic support for the current tax year beginning January 1 through December 31st? | <input type="checkbox"/> | <input type="checkbox"/> |
| b) Will the Domestic Partner be living with the taxpayer all year as a member of the taxpayer's household? | <input type="checkbox"/> | <input type="checkbox"/> |
| c) Is the Domestic Partner a U.S. Citizen, U.S. resident alien, U.S. national, or was the Domestic Partner a resident of Canada or Mexico for part of the current tax year? | <input type="checkbox"/> | <input type="checkbox"/> |
| d) Domestic Partner's Name and Date of Birth _____ | | |
| | Domestic Partner Name | DOB |

Employee is aware that if the Domestic Partner does not meet the criteria above, it is the Port of Oakland's interpretation of current tax law that employee will incur tax liabilities in connection with obtaining health care coverage for the Domestic Partner. Employee is responsible for any fees or taxes incurred by the Port of Oakland as a result of any false or misleading information provided in this document.

Employee agrees to be responsible for notifying the Port of Oakland Human Resource Department by December 1st of the current tax year, of any changes to the answers listed above.

Employee affirms under penalty of perjury of the laws of the State of California that the information provided above is true and accurate.

Employee Signature

Date

- Ensure that employees who need FMLA/CFRA leave are:
 - Not obstructed from exercising their right to take FMLA/CFRA leave
 - Not subjected to adverse employment action for absences attributed to such leave
 - Released properly to return to work
 - Returned to the same or equivalent position and other working conditions of employment

HR – Payroll & Benefits Unit Responsibilities

The duties of the Port's Human Resources – Payroll & Benefits Unit (HR – Payroll & Benefits) with regard to FMLA/CFRA administration include the following:

- Ensure compliance with FMLA, CFRA, and other legally required leaves of absence (including PDL)
- Distribute packets of information to employees who may need FMLA/CFRA leave
- Contact health care provider for clarification or authentication of certification form if necessary
- Determine FMLA/CFRA eligibility of employees who need leave due to FMLA/CFRA-qualifying absences
- Notify manager/supervisor on how to code time

FMLA/CFRA Packet

HR – Payroll & Benefits is responsible for providing employees with an FMLA/CFRA packet of information where necessary. This documentation, which includes an eligibility notice, must be provided to the employee within five (5) business days upon an employee's request for FMLA/CFRA leave or when HR – Payroll & Benefits acquires knowledge that an employee's leave may be for an FMLA/CFRA-qualifying reason.

Packets must be provided directly to all employees needing leave regardless of whether or not the employee actually qualifies for FMLA/CFRA leave. Employees have at least 15 calendar days (absent extenuating circumstances) from the receipt of the packet to return the required documentation in order to receive FMLA/CFRA benefits. This deadline may be extended if the employee has failed to

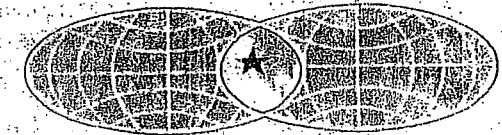
provide the information despite their diligent, good-faith efforts. All FMLA/CFRA leave will be tracked by HR – Payroll & Benefits.

HR – Payroll & Benefits Unit Contacts

Stacie Chestnut
 HR Supervisor (Payroll & Benefits)
 (510) 627-1519
schestnut@portoakland.com

Sara Everett-Boyer
 Port Assistant Management Analyst (LDA)
 (510) 627-1438
severett-boyer@portoakland.com

Fax: (510) 835-8277



PORT OF OAKLAND

FAMILY AND MEDICAL LEAVE ACT AND CALIFORNIA FAMILY RIGHT ACT

(FMLA/CFRA)

An Overview

A Supervisor's Practical Guide to
 the Family and Medical Leaves at
 the Port of Oakland

This pamphlet is designed to provide managers and supervisors with practical guidance on issues and procedures pertaining to FMLA/CFRA benefits at the Port of Oakland. The guidance and information provided is not intended to serve as the official Port of Oakland policy. It is intended to assist in the application of FMLA/CFRA leave where appropriate. All applicable laws and policies will apply to matters of FMLA/CFRA administration.

Managers and supervisors are encouraged to contact Human Resources – Payroll & Benefits Unit to ensure a thorough review of any concerns that may arise regarding FMLA/CFRA issues.

The Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) are benefits that allow qualified employees to take up to 12 weeks of unpaid, job-protected leave during a rolling 12 month period, which is measured backwards from the date an employee uses any leave. FMLA/CFRA also require that employees' group health benefits be maintained during periods of FMLA/CFRA leave. FMLA and CFRA leave run concurrently to the extent permitted by federal and California law, subject to certain exceptions described in this pamphlet.

FMLA/CFRA leave is designed to help employees balance their work and family responsibilities by allowing them to take reasonable unpaid leave for certain family and medical reasons. It also seeks to accommodate the legitimate interests of employers and promote equal employment opportunity.

FMLA/CFRA applies to all public agencies, all public and private elementary and secondary schools, and private-sector companies with 50 or more employees. These covered employers must provide an eligible employee with up to 12 weeks of unpaid leave each year for any of the following reasons:

- Birth and care of the newborn child of an employee;
- Placement with the employee of a child for adoption or foster care;
- Care for an immediate family member (spouse, registered domestic partner, child, or parent) with a serious health condition;

- Medical leave when the employee is unable to work because of their own serious health condition; or
- Qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

Employees are eligible for FMLA/CFRA leave if they have worked for their employer for at least 12 months, at least 1,250 hours over the past 12 months and at a location where the company employs 50 or more employees within 75 miles. Whether an employee has worked the minimum 1,250 hours of service is determined according to FLSA principles for determining compensable hours of work.

A covered employer also must grant an eligible employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness that was incurred in the line of duty on active duty up to a total of 26 workweeks of unpaid leave during a "single 12-month period" to care for the service member.

The Port also complies with the California Pregnancy Disability Leave Law ("PDL"), which requires it to permit employees to take a reasonable leave of absence of up to four (4) months, as needed, for the period(s) of time the employee is actually disabled by pregnancy, childbirth, or related medical conditions. Time taken for PDL does not count against the 12 weeks of leave available for FMLA/CFRA leave. For more information on PDL, contact HR – Payroll & Benefits.

Summary of Administrative Policy (AP 413)

The Port allows eligible employees to take certain family and medical leaves of absence in accordance with the federal Family and Medical Leave Act and the California Family Rights Act. In certain situations, the federal law may apply where the state law may not, and vice versa. In any case, assuming the requisite conditions are met, employees will be eligible for the most liberal benefit available under either law. Employees are required to use all available accrued leave while on FMLA/CFRA leave. Please visit the intranet for more information on the Port's policy.

Employee Responsibilities

Employees have responsibilities to fulfill if the leave taken is to be granted or designated as FMLA/CFRA leave. They may not waive their FMLA/CFRA rights.

In general, employees must:

- Submit leave request 30 days in advance of the need to take FMLA/CFRA leave when foreseeable
- Obtain certification of a serious health condition and provide such certification to HR – Payroll & Benefits in a timely manner
- Inform HR – Payroll & Benefits if the requested leave is for a reason for which FMLA/CFRA was previously taken or certified
- Provide re-certification of a serious health condition upon request from HR – Payroll & Benefits
- Maintain appropriate contact with HR – Payroll & Benefits regarding return-to-work status
- Work with HR – Payroll & Benefits to coordinate leave with EDD payments, where applicable

Failure to provide information in a timely manner may result in the delay or denial of FMLA benefits. Noncompliance with policy may result in disciplinary action.

Manager / Supervisor Responsibilities

Managers and supervisors must establish themselves as a first step in the FMLA/CFRA leave process by knowing which types of absences indicate an FMLA/CFRA-related condition, while maintaining confidentiality.

In general, managers and supervisors must:

- Notify HR – Payroll & Benefits when an employee absence of more than three consecutive days of work indicates a potential need for FMLA/CFRA leave
- Retrieve completed FMLA/CFRA paperwork from employee, sign and submit to HR – Payroll & Benefits
- Ensure time for employee's FMLA/CFRA leave is submitted for processing.