

Agreement Between

**LOCAL 1021**

**THE PORT OF OAKLAND**

And

**LOCAL 1021**

**SERVICE EMPLOYEES INTERNATIONAL  
UNION, CTW**

**Stronger Together**

January 1, 2018 through June 30, 2022

# WEINGARTEN RULES AND RIGHTS

A worker who is called to an interview with his or her employer which may lead to some disciplinary action is entitled to Union representation.

In NLRB v. Weingarten and its companion case ILGWU v. Quality Mfg. Co., the Supreme Court agreed with the NLRB that an employee has the right to Union representation at an investigatory interview the employee reasonably believes will result in disciplinary action.

The following rules apply when an investigatory interview occurs:

- The worker must make a clear request for Union representation before or during the interview.
- Worker's right to representation may not interfere with Employer's right to conduct an interview without undue delay (in certain circumstances.)
- The Steward has a right to consult with the worker before the interview.
- When the worker requests Union representation, the Employer has 3 options:
  1. Grant the request and delay questioning until the Union representative is available.
  2. Deny the request and end the interview.
  3. Give the worker a choice of:
    - (a) Having the interview without representation or
    - (b) Ending the interview.

It is the Steward's right and the Steward's duty to assist and counsel workers during investigatory interviews. Steward's right during investigatory interviews include:

- The right to be informed of the subject matter of the interview (i.e., the charges).
- The right to consult with the worker before the questioning begins.
- The right to speak during the interview.
- The Steward can request the Supervisor clarify a question.
- After a question is asked, the Steward can give advice on how to answer.
- When the questioning ends, the Steward can provide additional information to the Supervisor.

If Weingarten rules are complied with, stewards have no right to tell workers not to answer questions, or to give false answers.

Stewards should explain Weingarten rights to co-workers. The following statement is useful for workers who may be asked to attend an investigatory meeting:

"I request to have a Union representative present on my behalf during this meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have a Union representative present, I will refuse to answer accusational questions and any I believe may lead to discipline."

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## **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.A.4 Release Time.** Effective July 1, 2015, the Port agrees to a pilot program for the term of this MOU, to allow the Chapter President to elect to use up to four hours of paid release time each week for union business. This pilot program shall be reviewed by the Union and the Port in June of each year, and only if both parties agree in writing to extend the program for another 12 months, shall it be extended for the next year.

#### **2.A.5 Steward Meetings**

The Port shall provide an hour a month for a stewards meeting. Stewards shall represent the following areas: Harbor, Water St., North Field, South Field, and the Custodial department. The Union shall provide the Port with reasonable advanced written notice of each meeting and request release time for the stewards. The Port will grant such requests subject to operational needs.

#### **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. The Port agrees to reasonably schedule badge renewal appointments during an employee's regularly scheduled hours. If an appointment cannot reasonably be scheduled during an employee's regularly scheduled hours, all employees shall be paid for time spent for the badge renewal appointment process. In the event that the Port unduly delays the

badge renewal appointment process, the employee will be made whole for any lost regular hours.

## **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 Information Provided To Union; New Employee Orientation**

The Port shall provide the union the names, classifications, assigned locations, work phone, personal cell phone, personal emails on file with the employer, and home addresses, within ten (10) days of hire or by the first pay period of the month following hire. If the Port conducts a new hire orientation, the union will be allocated time for up to an hour prior to the end of the session. The Port shall provide this information for the entire bargaining unit at least every 120 days. Employees may opt out of providing home address, personal cell phone number, and personal email addresses.

## **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, 3<sup>rd</sup> 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 2<sup>nd</sup> floor custodian break room; 6) Airport Building M-130 1<sup>st</sup> 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 3<sup>rd</sup> 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	Gardening
Fencing	Overhead door repair
Roofing	Carpeting
Crack sealing	Plumbing
Electrician	

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, or the employee so chooses, 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, or is a class action grievance, 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 Skelly hearing officer shall make reasonable efforts to issue the Skelly decision within 30 calendar days of the Skelly hearing. If no decision is issued within 30 days, the Union may upon notification to the Port, decide to accept the notice of intent as the Skelly hearing decision. 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.

**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:

Robert R. Bergeson  
Robert Hirsch  
Wilma Radar  
Philip Tamoush  
Barry Winograd

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.

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 a maximum of five (5) scheduled work days within a 30 day period, starting from the initial move date) reassign based on operational needs.

Any grievance filed alleging the Port has violated any provision of Article 6.B.2 – Shift Bidding and Job Bidding – shall be expedited in processing with the parties meeting within five (5) days to discuss the merits, and if resolution is not reached, either party may request an arbitration under this provision which shall be held within 45 days of filing of the grievance.

## **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.

## **7.F Filling Vacancies**

Within 120 days of a vacancy, the Port will commence a recruitment process for a classified position, and in the event that no eligibility list is available, then the following procedures will apply:

- a. The position may be filled permanently by transfer or re-employment or;
- b. The position may be filled by provisional appointment, not to exceed 120 days. If no eligible list is posted before the 120-period expires, additional provisional appointments of different individual(s) may be made or;
- c. The positions may be filled by assignment of a current Port employee on an "acting" basis, in accordance with relevant Memorandum of Understanding and administrative policy, pending completion of the recruitment process or;
- d. The position may be filled by means of a temporary agency assignment, if appropriate, for a period not to exceed 120 days, pending completion of the recruitment process.

- A vacancy exists when either the Port determines to fill a permanent position where the employee in a permanent position has resigned, retired, died, terminated, reassigned, transferred; or the Port creates a new position within the classified system.

## **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, job-related certifications or licenses, required textbooks and classroom equipment will be refunded to employees who obtain prior approval and complete the course with a passing grade for up to a maximum of \$2,000 per fiscal year. 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, Port Maintenance Leader, Semi-Skilled Laborer, and any other employee meeting the minimum qualifications. 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.

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 \$600.00 effective July 1<sup>st</sup> 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. The Port shall provide a detailed reason in writing for any request that is denied within twenty (20) work days of receipt. If the Port does not respond to the request, the request shall be deemed approved.

The purchase of laptops, mobile phones, and/or tablets for the purpose of upgrading their technology will not be eligible for reimbursement effective December 31, 2015, except for those employees who can verify that such electronics may be used to enhance existing job skills, or to prepare for promotional opportunities.

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

## **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: ARFF 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.** In compliance with State and Federal safety regulations, hard hats must be worn by maintenance and airport operations personnel whenever there is a possible threat to safety from flying, falling objects from above, or working around heavy equipment. 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 \$250.00. This amount includes accessories for safety shoes which may be included in the purchase cost (e.g. socks, inserts, etc.).

**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. The topic of raw sewage handling shall be addressed within the Safety Committee and shall include the need for proper training and safe handling.

## **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.B.3 Proposition 65.** The Port will include in its required training programs safety issues related to Proposition 65 safety protocols and hazards.

The Parties agree to establish a Committee of four (4) Union-designated members and four (4) management-designated members to investigate and make recommendations to the Port on safety issues related to Proposition 65, including, but not limited to, exposure to jet fuel. This Committee may, at its option, engage a consultant to provide guidance, expertise, and recommendations on these issues.

The Committee shall make a reasonable effort to make recommendations within six months of the effective date of this Agreement.

## **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.

#### **10.E AOC Staffing**

The Port and Union agree that the safety and security of the public at Oakland International Airport is of high importance. The Port and Union agree that to better provide for safety and security of the public the Port shall ensure that two (2) personnel shall be on duty at the Airport Operations Center (AOC) at all times.

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

12.A.2 Effective the first day of the pay period containing January 1, 2019, all salaries of represented employees will be increased by four percent (4.0%).

12.A.3 Effective the first day of the pay period containing January 1, 2020, all salaries of represented employees will be increased by three percent (3.0%).

12.A.4 Effective the first day of the pay period containing January 1, 2021, all salaries of represented employees will be increased by three percent (3.0%).

## **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) For Fiscal Year 2015-16, the Port agrees to fill twelve (12) Custodian vacancies using a restricted/closed examination for permanent and temporary City of Oakland employees. For any permanent Custodians employed by the City who is hired by the Port from a restricted/closed eligible list, the Port will recognize longevity for purposes of vacation accrual, but not carry over vacation balances accrued at the City. The Port will post the positions within sixty (60) days of ratification of the Agreement and make reasonable efforts to fill the vacancies within six (6) months. The parties agree to meet starting in September 2015 to discuss necessary staffing levels for Custodians at the Airport.

**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. An employee whose work schedule provides a paid lunch period shall be available to respond to emergencies during that 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 who are required to wear uniforms. 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 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 eighty (80) hours, (or one hundred twenty (120) hours including overtime credit); provided that such accrual is in accord with the Fair Labor Standards Act (FLSA) if applicable. Compensatory time off shall be taken by an employee at a time mutually agreed upon by the employee and his/her supervisor.

### **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.
- c) Whenever management makes an overtime offer, the first overtime offer attempt will be for the entire eight (8) hour shift. If no employees on the list accept or are available to fill overtime for the entire eight (8) hour shift, management may proceed to offer overtime in four (4) hour increments to the employees in accord to the overtime list.

**13.L.3 Overtime Cancellation.** 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.L.4 Sick Leave/Overtime.** In the event an employee calls in sick for his/her regularly scheduled shift, he/she shall not be eligible for overtime for an eight (8) hour period following their regularly-scheduled shift.

### **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 (e.g. meetings, trainings,

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

If an issue can reasonably be resolved over the phone, text, or email that does not require the employee to return to work, the Port shall compensate the employee for a minimum of one (1) hour overtime for the event.

### **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.

### **13.S Work-Related Communications**

Employees who currently are provided a cell phone by the Port may, at their option, return the Port cell phone and use their personal phone to respond to work-related communication during work hours. Employees who choose to use their personal cell phone to respond to work-related communication during work hours must provide their telephone number to their supervisor. Employees who choose to use their personal cell phone shall be reimbursed consistent with the voice plain reimbursement set forth in Port Administrative Procedures 563 – Use of Mobile Devices for Business Purposes.

### **13.T Parking at 530 Water Street**

The Port agrees to cover the cost of parking for employees who report at Water Street on the first day of the month following ratification of the Agreement.

## **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 31<sup>st</sup> or paid off in January, except as otherwise approved by the Director of Human Resources for up to two (2) year's accrual balance to be used within the following twelve (12) month period.

### **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, and Plumber 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.

It is expressly understood and agreed upon that all Carpenters shall work a standard 40-hour per week work schedule.

**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 days' accumulated sick leave in any calendar year. Such family sick leave shall be charged against an employee's accumulated sick leave credits. Immediate family shall be defined as provided in Section 16.A.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 a written licensed medical professional's notice 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. This article applies to employees in a jury duty standby status.

#### **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 and CFRA**

The leave benefits required to be provided under the Family and Medical Leave Act of 1993 ("FMLA") and the California Family Rights Act ("CFRA"), 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.

In addition to immediate family members as defined by the FMLA and/or CFRA, employees shall also be permitted to care for the following dependent relatives suffering from a serious health condition: grandparents, grandchildren, brothers, sisters, parent-in-law or domestic partners.

#### **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:

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

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 Employees' 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 for any such period of military service, 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 Reviving Vacant Classifications**

In the event that the Port decides to post a position in a classification defined in the classified system not occupied by an incumbent as of the effective date of this Agreement, the Port shall notify the Union in writing thirty (30) days in advance of the posting and meet and confer upon request by the Union about the terms and conditions of employment.

### **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 January 1, 2018, as adopted in the necessary implementing ordinances and resolutions and shall remain in effect for a period of fifty-four (54) months to and including June 30, 2022.

## **ARTICLE 21 – PAYROLL**

### **21.A Employee Pay Stubs**

Employee printed pay stubs will include all hours, categories of pay, and accruals that are available online. The Port will bear the cost, if any, to make the system adjustments.

When an employee is underpaid on their paycheck, they will notify payroll in writing. The Port will make reasonable efforts to process any corrections within the next pay period following notification.

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

SEIU LOCAL 1021  
Meet and Confer Committee

By: Alfonso Loera  
Alfonso Loera  
Port Chapter President

By: David Archuleta  
David Archuleta  
Port Chapter Vice-President

By: Pete Castelli  
Pete Castelli  
Chief Negotiator

By: Millie Cleveland  
Millie Cleveland  
SEIU Field Representative

By: John Stead-Mendez  
John Stead-Mendez  
Executive Director

PORT OF OAKLAND  
Meet and Confer Committee

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

Port Negotiations Team:  
Christopher Boucher  
Michael Mitchell

Local 1021 Negotiations Team:  
Millie Cleveland, Field Representative  
Larry Hope  
Jean Parks  
Ralph Reynoso  
Terrance Calloway  
Richard Steineke

The above Memorandum of Understanding is hereby ratified and confirmed this 20 day of DECEMBER, 2018.

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 20th day of December, 2018.

[Signature] Acting  
Danny W. Wan, Port Attorney

Resolution No. 18-48

P.A. # 2018-528

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## EXHIBIT A



**CAS**  
HUMAN RESOURCES  
LABOR RELATIONS

NEGOTIATIONS 2017-2018

**SEIU, 1021**

### TENTATIVE AGREEMENT

DATE: **March 26, 2018** / TIME:

#### 1) Term / Salary

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

In addition, as a one-time incentive, employees who are on graveyard shift at time of ratification will receive a one-time, non-PERSable lump sum payment of \$1,500 and employees who are on swing shift at time of ratification will receive a one-time, non-PERSable lump sum payment of \$1,000, payable within two pay periods following ratification of the agreement.

#### 2) Pension Study

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

#### 3) Tentative Agreements

All previously signed and executed tentative agreements between the Port and SEIU, Local 1021 shall be incorporated into the successor Memorandum of Understanding.

#### 5) Recommendation to Principals

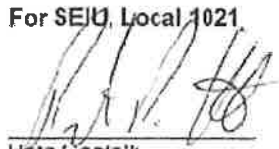
The parties agree to recommend positively this Tentative Agreement to their principals for ratification.

For the Port

For SEIU, Local 1021

  
Joseph E. Wiley  
Chief Negotiator

Date

  
Pete Castelli  
Chief Negotiator

Date

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**EXHIBIT B**  
**SIDE LETTER OF AGREEMENT REGARDING PERCENTAGE OF EMPLOYER  
CONTRIBUTION FOR NEW RETIREES AND FUTURE LEGISLATION**

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>Mittie Cleveland</i>	<i>Field Rep</i>		
Print name:	Date	Deborah Ale Flint, Acting Executive Director	Date
<i>Mittie Cleveland</i>	<i>12/12/12</i>		
		<i>Marsha Peterson</i>	<i>12-17-12</i>
Print name:	Date	Marsha Peterson, Labor Advisor to the Executive Director	Date
		<i>Farbod Pirduzmand</i>	<i>12/17/12</i>
Print name:	Date	Farbod Pirduzmand, HR Supervisor-Labor Relations	Date

**EXHIBIT C**  
**SIDE LETTER OF AGREEMENT REGARDING CONTRACTING OUT**

June 25, 2015

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

REGARDING

Contracting Out

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

1. Any grievance filed alleging the Port has violated any provision of Article 2.I – Contracting Out – shall be expedited in processing with the parties meeting within five (5) days to discuss the merits, and if resolution is not reached, the parties may agree that any arbitration under this side letter shall be held within 45 days of filing of the grievance.
2. Notwithstanding any provision of this Agreement, the Port shall provide notice of all contracting out of bargaining unit work. To the extent possible, such notice shall be provided in advance of the actual work being performed. If not reasonably possible to provide advanced notice, the Port shall provide notice within five (5) work days after the work has been performed.
3. The parties agree to meet quarterly consistent with the Committee provision of the MOU in an effort to resolve any ongoing dispute regarding contracting out issues.
4. Add "Electrician" to the categories of on-call contracts on the top of page 8 of Article 2.I – Contracting Out of the current Memorandum of Understanding.

**For the Union:**

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<b>Print Name:</b>	<b>Date</b>
--------------------	-------------

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<b>Print Name:</b>	<b>Date</b>
--------------------	-------------

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<b>Print Name:</b>	<b>Date</b>
--------------------	-------------

**For the Port:**

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<b>J. Christopher Lytle</b> Executive Director	<b>Date</b>
---	-------------

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<b>Christopher Boucher</b> Director of Human Resources	<b>Date</b>
---	-------------

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<b>Farbod Pirouzmand</b> Human Resources Manager	<b>Date</b>
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EXHIBIT D



**CAS**  
HUMAN RESOURCES  
LABOR RELATIONS

NEGOTIATIONS 2017-2018

**SEIU, 1021**

**TENTATIVE AGREEMENT**

**DATE:** March 8, 2018

**TIME:**

**SIDE LETTER REGARDING ALTERNATIVE SWING "B"  
AND ALTERNATIVE GRAVEYARD "B" SHIFT**

The Port and the Union agree that the Joint Labor Management Committee will meet and discuss an alternative swing "B" shift and an alternative graveyard "B" shift.

**For the Port**

**For SEIU, Local 1021**

  
\_\_\_\_\_  
Joseph E. Wiley  
Chief Negotiator

3/8/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Pete Castelli  
Chief Negotiator

5/8/18  
\_\_\_\_\_  
Date

EXHIBIT E



**CAS**  
HUMAN RESOURCES  
LABOR RELATIONS

NEGOTIATIONS 2017-2018

**SEIU, 1021**

**TENTATIVE AGREEMENT**

**DATE:** February 8, 2018

**TIME:**

**SIDE LETTER REGARDING DISABILITY INTERACTIVE PROCESS  
AND RETURN TO WORK**

The Port and the Union agree that the Joint Labor Management Committee will meet and discuss the process of engaging employees in the disability interactive process and returning to work for job-related injuries, including developing structured job task templates to be utilized as temporary modified duty work during an industrial disability.

**For the Port**

**For SEIU, Local 1021**

  
Joseph E. Wiley  
Chief Negotiator

2-8-18  
Date

  
Pete Castelli  
Chief Negotiator

2-8-18  
Date

# **EXHIBIT F** **SALARY TABLE**

## **Unit A**

<b>JOB TITLE</b>		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
AP Properties Operations Asst	Effective 1/1/2018	6781	7120	7473	7922	8400
	Effective 1/1/2019	7052	7405	7772	8239	8736
	Effective 1/1/2020	7264	7627	8005	8486	8998
	Effective 1/1/2021	7482	7856	8245	8741	9268
AP Security Sys Tech	Effective 1/1/2018	6476	6798	7140	7568	8019
	Effective 1/1/2019	6735	7070	7426	7871	8340
	Effective 1/1/2020	6937	7282	7649	8107	8590
	Effective 1/1/2021	7145	7500	7878	8350	8848
AP Security/ID Specialist	Effective 1/1/2018	5066	5321	5591	5910	6254
	Effective 1/1/2019	5269	5534	5815	6146	6504
	Effective 1/1/2020	5427	5700	5989	6330	6699
	Effective 1/1/2021	5590	5871	6169	6520	6900
Account Clerk	Effective 1/1/2018	5339	5610	5891	6237	6594
	Effective 1/1/2019	5553	5834	6127	6486	6858
	Effective 1/1/2020	5720	6009	6311	6681	7064
	Effective 1/1/2021	5892	6189	6500	6881	7276
Administrative Specialist	Effective 1/1/2018	6559	6886	7231	7665	8126
	Effective 1/1/2019	6821	7161	7520	7972	8451
	Effective 1/1/2020	7026	7376	7746	8211	8705
	Effective 1/1/2021	7237	7597	7978	8457	8966
Airport Operations Assistant	Effective 1/1/2018	6781	7120	7473	7922	8400
	Effective 1/1/2019	7052	7405	7772	8239	8736
	Effective 1/1/2020	7264	7627	8005	8486	8998
	Effective 1/1/2021	7482	7856	8245	8741	9268

<b>JOB TITLE</b>		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Aviation Graphics Specialist	Effective 1/1/2018	6985	7332	7700	8162	8649
	Effective 1/1/2019	7264	7625	8008	8488	8995
	Effective 1/1/2020	7482	7854	8248	8743	9265
	Effective 1/1/2021	7706	8090	8495	9005	9543
Building Services Assistant	Effective 1/1/2018	5268	5535	5817	6151	6507
	Effective 1/1/2019	5479	5756	6050	6397	6767
	Effective 1/1/2020	5643	5929	6232	6589	6970
	Effective 1/1/2021	5812	6107	6419	6787	7179
Computer Operator	Effective 1/1/2018	5543	5823	6125	6480	6847
	Effective 1/1/2019	5765	6056	6370	6739	7121
	Effective 1/1/2020	5938	6238	6561	6941	7335
	Effective 1/1/2021	6116	6425	6758	7149	7555
Data Entry Operator	Effective 1/1/2018	5027	5254	5543	5853	6199
	Effective 1/1/2019	5228	5464	5765	6087	6447
	Effective 1/1/2020	5385	5628	5938	6270	6640
	Effective 1/1/2021	5547	5797	6116	6458	6839
Eng Document Control Specilst	Effective 1/1/2018	6559	6886	7231	7665	8126
	Effective 1/1/2019	6821	7161	7520	7972	8451
	Effective 1/1/2020	7026	7376	7746	8211	8705
	Effective 1/1/2021	7237	7597	7978	8457	8966
Graphic Artist	Effective 1/1/2018	5665	5951	6257	6619	6995
	Effective 1/1/2019	5892	6189	6507	6884	7275
	Effective 1/1/2020	6069	6375	6702	7091	7493
	Effective 1/1/2021	6251	6566	6903	7304	7718
Marine Billing/Traffic Asst	Effective 1/1/2018	6559	6892	7240	7651	8091
	Effective 1/1/2019	6821	7168	7530	7957	8415
	Effective 1/1/2020	7026	7383	7756	8196	8667
	Effective 1/1/2021	7237	7604	7989	8442	8927



<b>JOB TITLE</b>		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Marine Statistics Clerk	Effective 1/1/2018	5393	5670	5955	6295	6658
	Effective 1/1/2019	5609	5897	6193	6547	6924
	Effective 1/1/2020	5777	6074	6379	6743	7132
	Effective 1/1/2021	5950	6256	6570	6945	7346
Office Specialist I	Effective 1/1/2018	5066	5318	5583	5918	6273
	Effective 1/1/2019	5269	5531	5806	6155	6524
	Effective 1/1/2020	5427	5697	5980	6340	6720
	Effective 1/1/2021	5590	5868	6159	6530	6922
Office Specialist II	Effective 1/1/2018	5797	6090	6390	6778	7184
	Effective 1/1/2019	6029	6334	6646	7049	7471
	Effective 1/1/2020	6210	6524	6845	7260	7695
	Effective 1/1/2021	6396	6720	7050	7478	7926
Permit Tech - P/T	Effective 1/1/2018	40.13	42.14	44.34	46.86	49.57
	Effective 1/1/2019	41.74	43.83	46.11	48.73	51.55
	Effective 1/1/2020	42.99	45.14	47.49	50.19	53.10
	Effective 1/1/2021	44.28	46.49	48.91	51.70	54.69
Permit Technician	Effective 1/1/2018	6524	6853	7199	7614	8049
	Effective 1/1/2019	6785	7127	7487	7919	8371
	Effective 1/1/2020	6989	7341	7712	8157	8622
	Effective 1/1/2021	7199	7561	7943	8402	8881
Port Computer Operator	Effective 1/1/2018	5572	5856	6153	6508	6884
	Effective 1/1/2019	5795	6090	6399	6768	7159
	Effective 1/1/2020	5969	6273	6591	6971	7374
	Effective 1/1/2021	6148	6461	6789	7180	7595
Port Deliveryperson*	Effective 1/1/2018	4808	5046	5290	5602	5926
	Effective 1/1/2019	5000	5248	5502	5826	6163
	Effective 1/1/2020	5150	5405	5667	6001	6348
	Effective 1/1/2021	5305	5567	5837	6181	6538

<b>JOB TITLE</b>		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Port Engineering Technician I	Effective 1/1/2018	5951	6255	6562	6945	7347
	Effective 1/1/2019	6189	6505	6824	7223	7641
	Effective 1/1/2020	6375	6700	7029	7440	7870
	Effective 1/1/2021	6566	6901	7240	7663	8106
Port Engineering Technician II	Effective 1/1/2018	6792	7122	7484	7920	8375
	Effective 1/1/2019	7064	7407	7783	8237	8710
	Effective 1/1/2020	7276	7629	8016	8484	8971
	Effective 1/1/2021	7494	7858	8256	8739	9240
Port Human Resource Clerk	Effective 1/1/2018	5455	5727	6012	6358	6728
	Effective 1/1/2019	5673	5956	6252	6612	6997
	Effective 1/1/2020	5843	6135	6440	6810	7207
	Effective 1/1/2021	6018	6319	6633	7014	7423
Port Office Equipment Assist	Effective 1/1/2018	5665	5951	6257	6619	6995
	Effective 1/1/2019	5892	6189	6507	6884	7275
	Effective 1/1/2020	6069	6375	6702	7091	7493
	Effective 1/1/2021	6251	6566	6903	7304	7718
Port Office Equipment Tech	Effective 1/1/2018	6347	6668	7003	7409	7838
	Effective 1/1/2019	6601	6935	7283	7705	8152
	Effective 1/1/2020	6799	7143	7501	7936	8397
	Effective 1/1/2021	7003	7357	7726	8174	8649
Port Senior Computer Operator	Effective 1/1/2018	6482	6811	7153	7568	8002
	Effective 1/1/2019	6741	7083	7439	7871	8322
	Effective 1/1/2020	6943	7295	7662	8107	8572
	Effective 1/1/2021	7151	7514	7892	8350	8829
Port Senior Engineering Tech	Effective 1/1/2018	7954	8354	8781	9277	9823
	Effective 1/1/2019	8272	8688	9132	9648	10216
	Effective 1/1/2020	8520	8949	9406	9937	10522
	Effective 1/1/2021	8776	9217	9688	10235	10838

<b>JOB TITLE</b>		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Reception Dispatch Clerk	Effective 1/1/2018	4748	4991	5248	5536	5856
	Effective 1/1/2019	4938	5191	5458	5757	6090
	Effective 1/1/2020	5086	5347	5622	5930	6273
	Effective 1/1/2021	5239	5507	5791	6108	6461
Relief Telephone Operator	Effective 1/1/2018	29.86	31.26	32.99	34.78	36.88
	Effective 1/1/2019	31.05	32.51	34.31	36.17	38.36
	Effective 1/1/2020	31.98	33.49	35.34	37.26	39.51
	Effective 1/1/2021	32.94	34.49	36.40	38.38	40.70
Research Technician	Effective 1/1/2018	7757	8150	8558	9054	9574
	Effective 1/1/2019	8067	8476	8900	9416	9957
	Effective 1/1/2020	8309	8730	9167	9698	10256
	Effective 1/1/2021	8558	8992	9442	9989	10564
Senior AP Security/ID Spec	Effective 1/1/2018	5455	5568	6017	6370	6733
	Effective 1/1/2019	5673	5791	6258	6625	7002
	Effective 1/1/2020	5843	5965	6446	6824	7212
	Effective 1/1/2021	6018	6144	6639	7029	7428
Senior Account Clerk	Effective 1/1/2018	6125	6425	6756	7145	7561
	Effective 1/1/2019	6370	6682	7026	7431	7863
	Effective 1/1/2020	6561	6882	7237	7654	8099
	Effective 1/1/2021	6758	7088	7454	7884	8342
Senior Secretary/Assist Sec	Effective 1/1/2018	7140	7500	7877	8322	8802
	Effective 1/1/2019	7426	7800	8192	8655	9154
	Effective 1/1/2020	7649	8034	8438	8915	9429
	Effective 1/1/2021	7878	8275	8691	9182	9712
Senior Telephone Operator	Effective 1/1/2018	5486	5739	6051	6371	6752
	Effective 1/1/2019	5705	5969	6293	6626	7022
	Effective 1/1/2020	5876	6148	6482	6825	7233
	Effective 1/1/2021	6052	6332	6676	7030	7450

<b>JOB TITLE</b>		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Telephone Operator	Effective 1/1/2018	5174	5416	5710	6010	6373
	Effective 1/1/2019	5381	5633	5938	6250	6628
	Effective 1/1/2020	5542	5802	6116	6438	6827
	Effective 1/1/2021	5708	5976	6299	6631	7032
Wharfinger	Effective 1/1/2018	10063	10478	11014	11599	12212
	Effective 1/1/2019	10466	10897	11455	12063	12700
	Effective 1/1/2020	10780	11224	11799	12425	13081
	Effective 1/1/2021	11103	11561	12153	12798	13473

**Unit B**

<b>JOB TITLE</b>		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
AP Grnd Trans & Pkg Ops Spec	Effective 1/1/2018	5455	5727	6012	6358	6728
	Effective 1/1/2019	5673	5956	6252	6612	6997
	Effective 1/1/2020	5843	6135	6440	6810	7207
	Effective 1/1/2021	6018	6319	6633	7014	7423
AP Ops Specialist, Air/Land	Effective 1/1/2018	8360	8780	9223	9754	10318
	Effective 1/1/2019	8694	9131	9592	10144	10731
	Effective 1/1/2020	8955	9405	9880	10448	11053
	Effective 1/1/2021	9224	9687	10176	10761	11385
AP Operations Specialist I	Effective 1/1/2018	5951	6255	6562	6945	7347
	Effective 1/1/2019	6189	6505	6824	7223	7641
	Effective 1/1/2020	6375	6700	7029	7440	7870
	Effective 1/1/2021	6566	6901	7240	7663	8106
AP Operations Specialist II	Effective 1/1/2018	6781	7120	7473	7922	8400
	Effective 1/1/2019	7052	7405	7772	8239	8736
	Effective 1/1/2020	7264	7627	8005	8486	8998
	Effective 1/1/2021	7482	7856	8245	8741	9268
A/P Parking Lot Assist/Monitor	Effective 1/1/2018	23.78	0	0	0	0
	Effective 1/1/2019	24.73	0	0	0	0
	Effective 1/1/2020	25.47	0	0	0	0
	Effective 1/1/2021	26.23	0	0	0	0
AP Term Maint Coord	Effective 1/1/2018	8150	8558	8984	9501	10045
	Effective 1/1/2019	8476	8900	9343	9881	10447
	Effective 1/1/2020	8730	9167	9623	10177	10760
	Effective 1/1/2021	8992	9442	9912	10482	11083

<b>JOB TITLE</b>		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Carpenter	*Effective 1/1/2018	7692	8019	8379	8804	9258
	Effective 6/16/2018	8547	8910	9310	9783	10287
	Effective 1/1/2019	8889	9266	9682	10174	10698
	Effective 1/1/2020	9156	9544	9972	10479	11019
	Effective 1/1/2021	9431	9830	10271	10793	11350
	*36-hour work week					
Custodian	Effective 1/1/2018	5225	5438	5643	5903	6173
	Effective 1/1/2019	5434	5656	5869	6139	6420
	Effective 1/1/2020	5597	5826	6045	6323	6613
	Effective 1/1/2021	5765	6001	6226	6513	6811
Diver*	Effective 1/1/2018	9152	9612	10098	10679	11296
	Effective 1/1/2019	9518	9996	10502	11106	11748
	Effective 1/1/2020	9804	10296	10817	11439	12100
	Effective 1/1/2021	10098	10605	11142	11782	12463
Engineering Assistant*	Effective 1/1/2018	7024	7388	7760	8192	8666
	Effective 1/1/2019	7305	7684	8070	8520	9013
	Effective 1/1/2020	7524	7915	8312	8776	9283
	Effective 1/1/2021	7750	8152	8561	9039	9561
Equipment Systems Engineer	Effective 1/1/2018	8410	8814	9263	9791	10358
	Effective 1/1/2019	8746	9167	9634	10183	10772
	Effective 1/1/2020	9008	9442	9923	10488	11095
	Effective 1/1/2021	9278	9725	10221	10803	11428
Fire Prevention Sys Engr	Effective 1/1/2018	8410	8814	9263	9791	10358
	Effective 1/1/2019	8746	9167	9634	10183	10772
	Effective 1/1/2020	9008	9442	9923	10488	11095
	Effective 1/1/2021	9278	9725	10221	10803	11428
Gardener I	Effective 1/1/2018	4767	4967	5164	5398	5647
	Effective 1/1/2019	4958	5166	5371	5614	5873
	Effective 1/1/2020	5107	5321	5532	5782	6049
	Effective 1/1/2021	5260	5481	5698	5955	6230

<b>JOB TITLE</b>		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Gardener II	Effective 1/1/2018	5495	5774	6063	6406	6779
	Effective 1/1/2019	5715	6005	6306	6662	7050
	Effective 1/1/2020	5886	6185	6495	6862	7262
	Effective 1/1/2021	6063	6371	6690	7068	7480
Gardener II (PT)	Effective 1/1/2018	31.75	0	0	0	0
	Effective 1/1/2019	33.02	0	0	0	0
	Effective 1/1/2020	34.01	0	0	0	0
	Effective 1/1/2021	35.03	0	0	0	0
Gardener III	Effective 1/1/2018	6475	6769	7098	7455	7854
	Effective 1/1/2019	6734	7040	7382	7753	8168
	Effective 1/1/2020	6936	7251	7603	7986	8413
	Effective 1/1/2021	7144	7469	7831	8226	8665
Gardener III (PT)	Effective 1/1/2018	43.04	0	0	0	0
	Effective 1/1/2019	44.76	0	0	0	0
	Effective 1/1/2020	46.10	0	0	0	0
	Effective 1/1/2021	47.48	0	0	0	0
Lead Custodian	Effective 1/1/2018	5537	5765	5982	6257	6542
	Effective 1/1/2019	5758	5996	6221	6507	6804
	Effective 1/1/2020	5931	6176	6408	6702	7008
	Effective 1/1/2021	6109	6361	6600	6903	7218
Lead Painter	Effective 1/1/2018	9151	9532	9968	10444	10970
	Effective 1/1/2019	9517	9913	10367	10862	11409
	Effective 1/1/2020	9803	10210	10678	11188	11751
	Effective 1/1/2021	10097	10516	10998	11524	12104
Maritime Pub Wks/Rail Sfty Spe	Effective 1/1/2018	9549	10016	10540	11151	11790
	Effective 1/1/2019	9931	10417	10962	11597	12262
	Effective 1/1/2020	10229	10730	11291	11945	12630
	Effective 1/1/2021	10536	11052	11630	12303	13009

<b>JOB TITLE</b>		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Painter	Effective 1/1/2018	8633	8991	9405	9853	10349
	Effective 1/1/2019	8978	9351	9781	10247	10763
	Effective 1/1/2020	9247	9632	10074	10554	11086
	Effective 1/1/2021	9524	9921	10376	10871	11419
Plumber	Effective 1/1/2018	9134	9550	9977	10492	11025
	Effective 1/1/2019	9499	9932	10376	10912	11466
	Effective 1/1/2020	9784	10230	10687	11239	11810
	Effective 1/1/2021	10078	10537	11008	11576	12164
Port Electrician	Effective 1/1/2018	8969	9411	9866	10399	10968
	Effective 1/1/2019	9328	9787	10261	10815	11407
	Effective 1/1/2020	9608	10081	10569	11139	11749
	Effective 1/1/2021	9896	10383	10886	11473	12101
Port Electrician (PT)	Effective 1/1/2018	57.15	59.98	62.83	66.31	69.88
	Effective 1/1/2019	59.44	62.38	65.34	68.96	72.68
	Effective 1/1/2020	61.22	64.25	67.30	71.03	74.86
	Effective 1/1/2021	63.06	66.18	69.32	73.16	77.11
Port Equipment Driver*	Effective 1/1/2018	7640	8014	8434	8917	9432
	Effective 1/1/2019	7946	8335	8771	9274	9809
	Effective 1/1/2020	8184	8585	9034	9552	10103
	Effective 1/1/2021	8430	8843	9305	9839	10406
Port Equipment Mechanic*	Effective 1/1/2018	7713	8103	8513	9003	9532
	Effective 1/1/2019	8022	8427	8854	9363	9913
	Effective 1/1/2020	8263	8680	9120	9644	10210
	Effective 1/1/2021	8511	8940	9394	9933	10516
Port Equipment Service Worker*	Effective 1/1/2018	5951	6255	6562	6945	7347
	Effective 1/1/2019	6189	6505	6824	7223	7641
	Effective 1/1/2020	6375	6700	7029	7440	7870
	Effective 1/1/2021	6566	6901	7240	7663	8106



<b>JOB TITLE</b>		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Port Lead Repro Equip Oper	Effective 1/1/2018	6544	6875	7225	7634	8077
	Effective 1/1/2019	6806	7150	7514	7939	8400
	Effective 1/1/2020	7010	7365	7739	8177	8652
	Effective 1/1/2021	7220	7586	7971	8422	8912
Port Maintenance Leader*	Effective 1/1/2018	7640	8014	8434	8917	9432
	Effective 1/1/2019	7946	8335	8771	9274	9809
	Effective 1/1/2020	8184	8585	9034	9552	10103
	Effective 1/1/2021	8430	8843	9305	9839	10406
Port Repro Equip Operator	Effective 1/1/2018	5372	5639	5928	6267	6631
	Effective 1/1/2019	5587	5865	6165	6518	6896
	Effective 1/1/2020	5755	6041	6350	6714	7103
	Effective 1/1/2021	5928	6222	6541	6915	7316
Port Senior Equipment Mechanic*	Effective 1/1/2018	8543	8971	9423	9969	10549
	Effective 1/1/2019	8885	9330	9800	10368	10971
	Effective 1/1/2020	9152	9610	10094	10679	11300
	Effective 1/1/2021	9427	9898	10397	10999	11639
Power Equipment Operator*	Effective 1/1/2018	8069	8416	8783	9219	9684
	Effective 1/1/2019	8392	8753	9134	9588	10071
	Effective 1/1/2020	8644	9016	9408	9876	10373
	Effective 1/1/2021	8903	9286	9690	10172	10684
Semiskilled Laborer	Effective 1/1/2018	6858	7165	7455	7815	8211
	Effective 1/1/2019	7132	7452	7753	8128	8539
	Effective 1/1/2020	7346	7676	7986	8372	8795
	Effective 1/1/2021	7566	7906	8226	8623	9059
Senior Engineering Assistant	Effective 1/1/2018	8150	8558	8984	9501	10045
	Effective 1/1/2019	8476	8900	9343	9881	10447
	Effective 1/1/2020	8730	9167	9623	10177	10760
	Effective 1/1/2021	8992	9442	9912	10482	11083

<b>JOB TITLE</b>		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Sr Surveying and Mapping Tech	Effective 1/1/2018	8150	8558	8984	9501	10045
	Effective 1/1/2019	8476	8900	9343	9881	10447
	Effective 1/1/2020	8730	9167	9623	10177	10760
	Effective 1/1/2021	8992	9442	9912	10482	11083
Youth Aide Class "BB" (PETA Program)	Effective 1/1/2018	25.88	0	0	0	0
	Effective 1/1/2019	26.92	0	0	0	0
	Effective 1/1/2020	27.73	0	0	0	0
	Effective 1/1/2021	28.56	0	0	0	0

\*Additional 3% for Class A or B License

**EXHIBIT G**  
**SIDE LETTER OF AGREEMENT REGARDING SUSPENDED DRIVER'S LICENSE**  
**(PETA)**



**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

Page 2  
Suspended Driver's License Agreement

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: CR Roberts  
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 enforce-  
ment of the Port of Oakland Driver's License (PETA) Program.

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

  
CHARLES ROBERTS, EXECUTIVE  
DIRECTOR/PORT OF OAKLAND

  
PREMLER NEWMAN, VICE PRESIDENT  
PORT OF OAKLAND CHAPTER-790

  
PAUL BELLAND, DIRECTOR OF  
HUMAN RESOURCES/PORT OF OAKLAND

  
THOMAS CARR, BUSINESS  
REPRESENTATIVE-LOCAL 790

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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):	Not specified
JOB GRADE:	Not specified
JOB TYPE:	Not specified

Classification Created:  
September 2, 1980 (Port Ordinance 2346)



# ATTACHMENT 1 DECLARATION OF DOMESTIC PARTNERSHIP



**State of California  
Secretary of State**

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

This Space For Filing Use Only

## DECLARATION OF DOMESTIC PARTNERSHIP

Please read instructions on reverse side before completing form.

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

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

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

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

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

State of California County of _____	<b>NOTARIZATION IS REQUIRED</b>
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]

**ATTACHMENT 2**  
**NOTICE OF TERMINATION OF DOMESTIC PARTNERSHIP**



**State of California**  
**Secretary of State**

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

**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.

(Office Use Only)

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

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

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

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Printed Name (Last)

\_\_\_\_\_  
(First)

\_\_\_\_\_  
(Middle)

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Printed Name (Last)

\_\_\_\_\_  
(First)

\_\_\_\_\_  
(Middle)

**NOTARIZATION IS REQUIRED**

State of California

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

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

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

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
[PLACE NOTARY SEAL HERE]

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

NAME

ADDRESS

CITY/STATE/ZIP

**ATTACHMENT 3**  
**STATEMENT OF FINANCIAL LIABILITY FOR DOMESTIC PARTNERSHIP**

*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

# ATTACHMENT 4 FAMILY MEDICAL LEAVE ACT (AN OVERVIEW)

- 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 Ghiesbreght  
HR Supervisor (Payroll & Benefits)  
(510) 627-1519  
sghiesb@portofoakland.com

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

Fax: (510) 835-3277



**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**

April 2013

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 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 comparable 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 if 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 denial of FMLA benefits. Noncompliance with policy may result in disciplinary action.

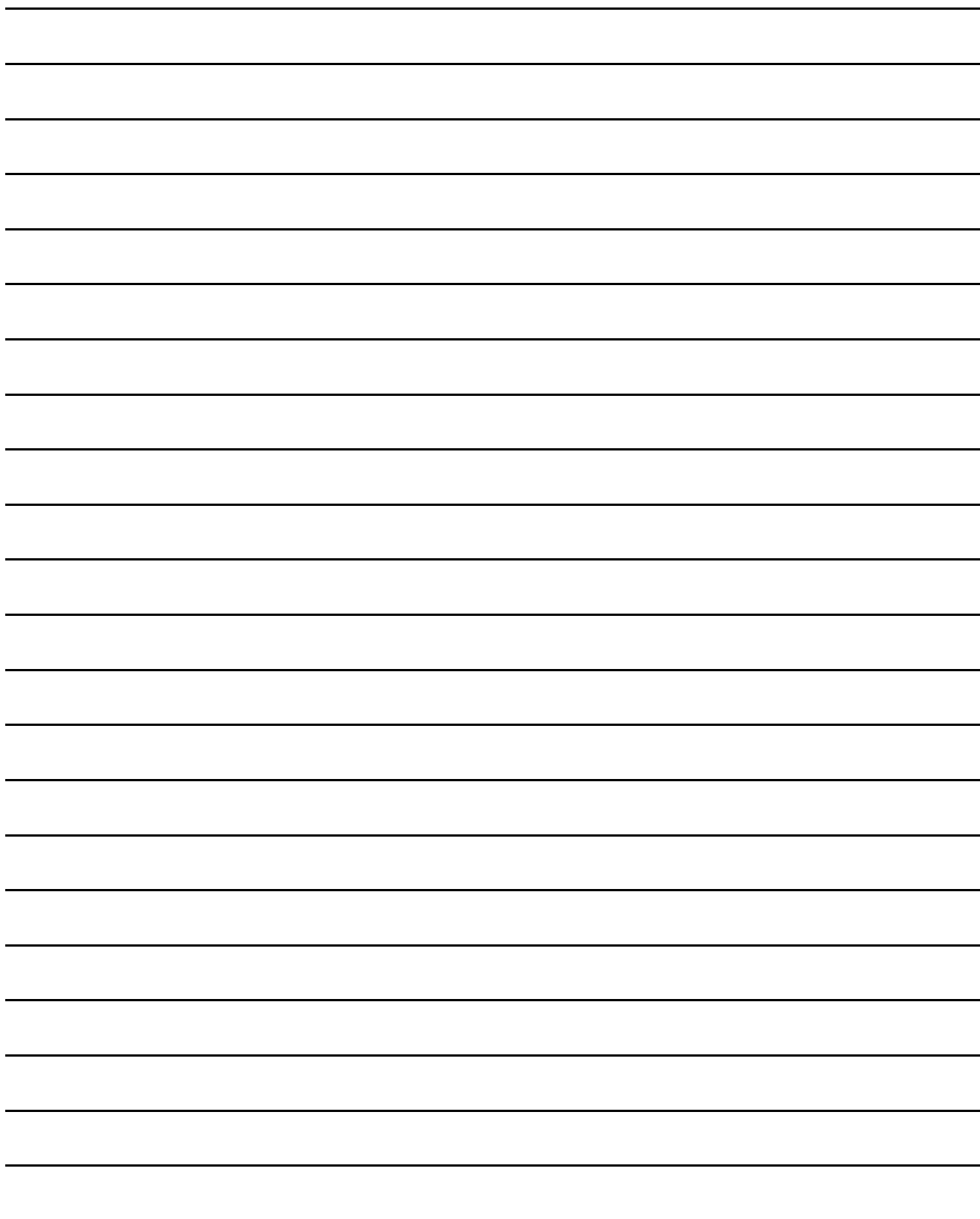
### Manager / Supervisor Responsibilities

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
- Refillive 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

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Service Employees International Union – Local 1021  
100 Oak Street  
Oakland, California 94607  
510-350-4527  
[www.seiu1021.org](http://www.seiu1021.org)

Field Representative \_\_\_\_\_

Union Steward \_\_\_\_\_

Telephone Number \_\_\_\_\_