

MEMORANDUM OF UNDERSTANDING

Between

the

PORT OF OAKLAND

and the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

(I.B.E.W. - Local 1245)

November 1, 2006 – December 31, 2011

TABLE OF CONTENTS

1 RECOGNITION - PARTIES TO THE MOU 1

 1.A Introduction 1

 1.B Recognition 1

 1.C Notification of New Classifications 1

 1.C.1 New Classifications 1

 1.C.2 Disputes Over Assignments. 1

2 MANAGEMENT AND UNION RIGHTS..... 2

 2.A Stewards..... 2

 2.A.1 Number of Stewards. 2

 2.A.2 Scope of Stewards..... 2

 2.B Union Elections..... 2

 2.C Access to Work Locations 2

 2.D Use of Meeting Space 2

 2.E Notification of Rules..... 2

 2.F Obligations to New Employees 2

 2.G Bulletin Boards 2

 2.H Information Provided to the Union 3

 2.I Contracting Out 3

3 UNION SECURITY..... 3

 3.A Union Rights 3

 3.B Management Rights 4

 3.B.1 No Strike Clause. 4

 3.B.2 General Rights. 4

4 DISCHARGE, DISCIPLINE, RESIGNATION, COACHING AND COUNSELING..... 4

 4.A Good and Sufficient Cause..... 4

	4.B Gross Violations	4
	4.C Progressive Discipline	4
	4.D Coaching and Counseling	5
	4.E Notice of Resignation	5
	4.F Resignation Inquiry.....	5
5	GRIEVANCE PROCEDURE	5
	5.A Definition.....	5
	5.B Resolution of Grievances	5
	5.B.1 Objective of Grievance Section.	5
	5.B.2 Oral Presentation to Immediate Supervisor.....	5
	5.B.3 Written Submission to Immediate Supervisor.....	6
	5.B.4 Submission to Department Head.....	6
	5.B.5 Submission to Port.....	6
	5.B.6 Submission to Arbitration.....	6
	5.B.7 Arbitrator Selection.	6
	5.B.8 Arbitration Procedures.....	6
	5.B.9 Clarification of Grievances.....	7
	5.C Civil Service Option in Discipline and Discharge	7
	5.D Extension of Time Limits	7
	5.E Presence at Hearings.....	7
	5.F Witnesses	7
	5.G Applicable Law Procedures.....	7
	5.H Waiver of Time Limits.....	7
6	SENIORITY	8
	6.A Definitions.....	8
	6.A.1 Classification Seniority.....	8
	6.A.2 Port Date of Seniority.....	8

	6.B Seniority and Vacation Leave Bidding.....	8
	6.C Seniority and Overtime	8
	6.D Seniority and Leave.....	8
	6.D.1 Seniority and Military Leave.....	8
	6.D.2 Suspension/Termination of Seniority for Employees Who Fail to Return to Work After Military Leave.	8
	6.D.3 Seniority and Other Leave.	8
	6.E Seniority in Cases of Identical Hiring Dates	8
	6.F Seniority Lists	9
7	HIRING, LAYOFF AND REHIRING	9
	7.A Length of Probationary Period.....	9
	7.B Veteran's Rights	9
	7.C Reduction in Force	9
8	PROMOTION, DEMOTION AND TRANSFER	10
	8.A Probation Period Upon Promotion.....	10
	8.B Return Rights.....	10
	8.C Promotional Examinations.....	10
	8.C.1 Job Vacancy Posting.	10
	8.C.2 Oral Board.....	10
	8.C.3 Promotional Examination Information.....	10
	8.C.4 Notification of Selection.	11
	8.D Eligible List for Promotional Position	11
	8.E Non-Selection Statement.....	11
	8.F Supplemental Training Programs.....	11
	8.G Transfer List.....	11
9	TRAINING AND EDUCATION	11
	9.A Available Education Courses	11
	9.B Reimbursement	11

	9.C Approval Procedure.....	12
	9.D Joint Labor Management Committee	12
	9.E Professional Development.....	12
10	SAFETY	12
	10.A Promotion and Safety	12
	10.A.1 Fresh Air Supply.....	13
	10.A.2 Hard Hat Usage.....	13
	10.A.3 VDT and Word Processing Safety.	13
	10.A.4 Jackets.	13
	10.A.5 Safety Shoes.	13
	10.A.6 Handling of Raw Sewage.....	13
	10.B Safety Committee	13
	10.C Safety Laws, Rules and Regulations.....	13
11	EMPLOYEE RIGHTS AND AFFIRMATIVE ACTION.....	14
	11.A Personnel File.....	14
	11.A.1 Copies of Derogatory Entries	14
	11.A.2 Derogatory Entries.	14
	11.A.3 Entries to Be Used in Disciplinary Proceedings.....	14
	11.A.4 Review of Personnel File.	14
	11.A.5 Union Review of Personnel File.	15
	11.A.6 Confidentiality of Personnel File.....	15
	11.A.7 Positive Entries.....	15
	11.B Civil Rights and Affirmative Action	15
	11.C Employee Service Ratings and Reports.....	15
	11.C.1 Reports of Performance.	15
	11.C.2 Nine Month Probationary Period.....	15
	11.C.3 Six Month Probationary Period.	16

	11.C.4 Return Rights	16
	11.C.5 Reviews Between Annual Performance Appraisals.....	16
12	WAGES	16
	12.A General Wage Increase.....	16
	12.B Salary Rate Increase	16
	12.B.1 Step Increases.	16
	12.B.2 Effective Dates of Step Increases.	17
	12.B.3 Step Increases to "d" and "e".	17
	12.B.4 Satisfactory Service.....	17
	12.C Land Surveyor Registration	17
	12.D Resident Engineer Assignments	17
	12.E Professional Registration Fees	17
	12.F Performance Incentive Program.....	18
	12.F.1 Port Performance Premium.....	18
	12.F.2 Merit Pay Premium.....	18
	12.G Deferred Compensation	18
13	HOURS, WORKING CONDITION AND OVERTIME	18
	13.A Shift Differential	18
	13.B Lunches	18
	13.C Uniforms and Protective Clothing.....	18
	13.D Tools	19
	13.E Meal-Pay.....	19
	13.F Rest Periods	19
	13.G Acting Pay	19
	13.H COMMERCIAL LICENSES	19
	13.I Reassignment Notification.....	19
	13.J Overtime	19

	13.J.1 Overtime and Compensatory Time	19
	13.J.2 Distribution of Overtime.....	20
	13.J.3 Overtime System for Airport Operations Supervisors	20
	13.K Compensatory and Vacation Buy Back.....	21
	13.L Workers' Compensation	21
	13.M Hours of Work.....	22
	13.N Call Back Pay	22
	13.O Shift Bidding	22
	13.P Shifts Exceeding 16 Hours	22
	13.Q Alternative Work Hours.....	22
14	HOLIDAYS	22
	14.A Designated Holidays.....	22
	14.B Holiday Pay	23
	14.C Holidays on Regular Day Off	23
15	VACATION	23
	15.A Vacation Accrual.....	23
	15.B Vacation Deferral.....	24
	15.C Illness During Vacation.....	24
	15.D Payday During Vacation.....	24
	15.E Holiday During Vacation.....	24
16	LEAVES OF ABSENCE	24
	16.A Sick Leave	24
	16.A.1 Entitlement.	24
	16.A.2 Family Illness.....	25
	16.A.3 Sick Leave Buy-Back.	25
	16.A.4 Attendance Incentives	25
	16.A.5 Medical/Dental Appointments.	26

16.A.6	Definition of Immediate Family	26
16.A.7	Domestic Partners	26
16.B	Personal Leave	26
16.C	Maternity Leave	27
16.D	Parental Leave	27
16.E	Jury Duty Leave	27
16.F	Military Leave	27
16.G	Family Death Leave	27
16.G.1	Special Cases.	27
16.G.2	Eligibility Approval.	28
16.G.3	Exceptional Hardship.	28
16.H	Rate of Pay During Paid Leave	28
16.I	On-the-Job Injury Leave	28
16.I.1	On-the-Job Injury Leave.	28
16.I.2	Health Insurance Contributions.	28
16.I.3	Return to Work	28
16.J	Leave Benefits Under FMLA	29
17	INSURANCE BENEFITS	29
17.A	Health Plans	29
17.A.1	Medical Plans	29
17.A.2	Retiree Medical Benefits.	29
17.B	Vision Care	30
17.C	Dental Plan	30
17.D	RETIREE DENTAL AND VISION CARE	30
17.E	Life Insurance	30
17.F	State Disability Insurance	31
17.G	Health Benefits Limitations During Leave Without Pay	31

	17.H Defense and Indemnification	31
	17.I Long Term Disability Insurance	31
	17.J Permanent Employees on Temporary Assignment (PETA) Program	31
	17.K Alternate Medical Coverage; Cash in Lieu	33
18	RETIREMENT	33
	18.A Employer Contribution	33
	18.B Employee Contribution	33
	18.C Current P.E.R.S. Benefits	33
	18.D AB616 Retirement Enhancement	33
19	MISCELLANEOUS AND DURATION	33
	19.B Separability and Revisions of Severed Positions	34
	19.c Memorandum is Entire Agreement	34
	19.D Term of Agreement	34

1 RECOGNITION - PARTIES TO THE MOU

1.A INTRODUCTION

The representatives of the Board of Commissioners (hereinafter referred to as "the Port") and Local 1245, International Brotherhood of Electrical Workers, 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 1245 membership for ratification.

The Port agrees to a single MOU for the represented employees 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 Bargaining Unit.

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 such notification, the Union and the Port shall meet to discuss the assignability of said new or existing classification(s) to the unit.

The Board of Port Commissioners shall not approve any new classifications in the units represented by Local 1245 until the Union has had the opportunity to discuss the proposed new classifications with Port management and has met and conferred on issues pertaining to wages, hours and working conditions of the new classification. This meet and confer obligation shall not include the content of the job description.

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.

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. Said list shall contain the employees' names, work locations, addresses and classifications recognized by the Port, with a copy to Port supervisors.

2.A.2 Scope of Stewards.

A Steward may represent a member of the unit covered by this Memorandum of Understanding at the appropriate step of the grievance procedure concerning a dispute of rights of a member under the terms of this agreement within the scope of representation.

2.B UNION ELECTIONS

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

2.C ACCESS TO WORK LOCATIONS

Authorized representatives will be granted reasonable access to the employee work locations to process grievances or contact members within the scope of representation, provided prior approval is granted by the department head, and provided such access does not unduly interfere with normal operations or with safety or security requirements.

2.D USE OF MEETING SPACE

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

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

2.E NOTIFICATION OF RULES

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

2.F OBLIGATIONS TO NEW EMPLOYEES

The Union Business Representative and the Stewards appointed or elected by the Union will be introduced to new employees by a Port representative within thirty (30) days of employment, provided such introduction does not unduly interfere with normal operations or safety or security requirements.

2.G BULLETIN BOARDS

The Port shall provide, in agreed-upon locations, bulletin board spaces for the exclusive use of the Union. Any posted material shall be non-controversial in nature. The supervisor may direct the Steward to remove any objectionable material. The objection may then be subject to the grievance procedure.

2.H INFORMATION PROVIDED TO THE UNION

The Port shall furnish the Union, on a thirty (30) day basis, the name, classification title, and work location of all newly hired (or separated) employees subject to this Agreement. The Port shall also furnish to the Union verification of dues deductions sent to the Union and of employee contributions transmitted to charitable organizations.

2.I CONTRACTING OUT

The Port may contract out for temporary work or after finding by a vote of two-thirds of the Board that the performance of work 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 loss of employment or salary by any person having permanent status in the competitive civil service.

The Port shall not retain any temporary agency workers who perform bargaining unit work for longer than one hundred eighty (180) calendar days. The Port shall supply the Union with a monthly update of temporary agency work performed. Temporary agency workers filling in for specific employees on maternity leave, on-the-job injury leave, military leave, long term illness or other approved leave are not subject to any limitations of duration of work assignment.

3 UNION SECURITY

3.A UNION RIGHTS

An employee in one of the classes included in the I.B.E.W. Unit, employed as of and during the term on this Memorandum of Understanding shall, as a condition of continued employment with the Port and, in the case of a newly hired employee, within thirty (30) calendar days of his/her employment, execute a payroll deduction authorization form as furnished by the Union, and thereby become and remain a member in good standing of 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 fee to a charitable organization recognized by the United Way, BABUF, CCHA or Progressive Way.

Upon seven (7) days notice to the Port from the Union that an employee described above has failed to maintain his/her membership in good standing or has failed to maintain his/her current service fee payment or has failed to maintain his/her current charitable contribution payment to a charity as designated above, then the Port 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.

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

3.B MANAGEMENT RIGHTS

3.B.1 No Strike Clause.

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

3.B.2 General Rights.

The management of the Port and its business and the direction of its work forces are vested exclusively in the Port, and this includes, but is not limited to the right to: contract out work; make assignments of jobs; determine services and duties to be provided by employees; establish, amend, maintain, and enforce rules, schedules, methods, processes, procedures, regulations and means and ends to assure the safe, orderly, effective, and efficient operations of the Port as determined solely by the Port; determine its general business practices, standards and policies, and the personnel by which Port operations are to be conducted; determine the mission of, structure and restructuring of the Port and every organizational group including work units, sections, departments and divisions in the Port and to terminate any such organization; take all necessary actions to carry out its mission in emergencies; hire and promote employees; fire, demote, terminate and otherwise discipline employees; relieve employees from duty for legitimate reasons; increase or decrease the work force; and exercise complete control and discretion over its organization and the technology of performing its work, provided however that all of the foregoing shall be subject to applicable law and the provisions of this Agreement, arbitration decisions, letters of agreement, or memoranda of understanding clarifying or interpreting this Agreement.

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 for good and sufficient cause. The Port shall mail the Union Representative(s) a copy of all "Skelly" notices of intent to discipline given to represented [employees](#) as well as all discipline appeal responses.

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 at any disciplinary step other than discharge. The Plan for Improvement shall identify the employee's area(s) of deficient performance and the steps to be taken to bring performance up to acceptable levels.

4.D COACHING AND COUNSELING

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

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 RESIGNATION INQUIRY

Upon receipt of an employee's resignation, the Port Personnel Manager may conduct an inquiry to determine that the resignation was submitted in good faith and free from undue pressure or threat. Said officer shall take into account any information furnished by the Union and/or an employee in a timely fashion in determining the necessity for such an inquiry.

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 City 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 seven (7) working days of the occurrence of the events giving rise to the dispute or within seven (7) working days from such time as the employee or Union should reasonably have been aware of this occurrence.

5.B.3 Written Submission to Immediate Supervisor.

Should the grievance remain unresolved under 5.B.2, the employee and/or Union Representative may submit the grievance in writing to the immediate supervisor within the seven (7) working days stated in 5.B.2. The grievance shall state the specific Section of the Memorandum of Understanding and/or 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 employee's immediate supervisor shall respond in writing, within seven (7) working days. The response shall be given to the employee and a copy shall be mailed to the Union Representative.

5.B.4 Submission to Department Head.

Should the grievance remain unresolved under 5.B.3, the employee and/or Union Representative may, within five (5) working days of receipt of the immediate supervisor's response, submit the written grievance to the department head to whom the supervisor immediately reports. The department head shall respond in writing to the grievance within five (5) working days after receipt of the grievance. The response shall be given to the employee and a copy shall be mailed to the Union Representative.

5.B.5 Submission to Port.

Should the grievance remain unresolved under 5.B.4, the employee and/or Union Representative may, within five (5) working days after receipt of the department head's response, submit the written grievance to the Port Employee Appeals Officer as designated by the Director of Human Resources. The Employee Appeals Officer shall meet with the Union Representatives within five (5) working days of submission and attempt to resolve the dispute, unless an extension is mutually agreed upon by both parties. The Employee Appeals Officer shall, unless otherwise mutually agreed to between the Port and Union, respond in writing within fifteen (15) working days of the hearing. The response shall be given to the employee and a copy shall be mailed to the Union Representative.

5.B.6 Submission to Arbitration.

Should the grievance remain unresolved under 5.B.5, the Union Representative or the Port may, within ten (10) working days of receipt of the Employee Appeals Officer's response under 5.B.5 move the grievance to arbitration.

5.B.7 Arbitrator Selection.

A single arbitrator shall be selected by mutual agreement from a panel of impartial arbitrators, or if such agreement is not reached, by alternatively striking names from a list of five (5) arbitrators submitted by the State Conciliation Services. The arbitrator shall be so selected within twenty (20) days from the date of receiving the list of arbitrators from the State Conciliation Services.

5.B.8 Arbitration Procedures.

If the grievance is moved to arbitration, it is agreed that the decision of the arbitrator shall be final and binding on all parties and that all arbitration fees and expenses 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 a grievance or the grievance process, with respect to any grievance filed by any one or more bargaining unit members or the Union.

5.C 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 give notice of intent to appeal a discharge or disciplinary action.

5.D EXTENSION OF TIME LIMITS

Time limits in the resolution of grievances may be extended by mutual agreement of the parties. Failure by the employee, the Union or the Port to follow the time limits, unless so extended, shall cause the grievance to automatically move 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 grievances a representative from among the grievants may be present at any and all proceedings regarding the grievance. The option of being present at such meetings shall be that of the employee. S/he shall not lose any compensation or other benefit for time spent for such appearances. By mutual agreement, any of the grievants in a multi-grievant situation may attend any of the grievance proceedings which occur during times they are not scheduled to work.

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

5.F WITNESSES

Individuals who may have direct knowledge of circumstances relating to the grievance may appear at the mutual request of the parties during any stage of the procedure. S/he/they 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 the payment to the employee(s) within thirty (30) calendar days of receipt of this ruling. The Port will make every effort to make payment before the thirty (30) calendar days, when possible.

6 SENIORITY

6.A DEFINITIONS

6.A.1 Classification Seniority.

Classification seniority shall be defined as accrued time from the date of entry into a position within a given classification, less unpaid leaves of absence in excess of thirty (30) consecutive days.

6.A.2 Port Date of Seniority.

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

6.B SENIORITY AND VACATION LEAVE BIDDING

Classification seniority shall apply to vacation leave bidding within work units, and will be implemented providing requests do not interfere with the operational needs of the Port, as determined by the department head.

6.C SENIORITY AND OVERTIME

Classification seniority shall apply to overtime distribution within work units.

6.D SENIORITY AND LEAVE

6.D.1 Seniority and Military Leave.

Classification and Port date of 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 Leave.

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

6.E SENIORITY IN CASES OF IDENTICAL HIRING DATES

If two (2) or more employees have identical classification and date of hire seniorities, the order of seniority will be determined by the Port Personnel Rules.

6.F SENIORITY LISTS

The Port shall furnish the Union with an updated copy of the classification seniority list upon request, but not more than once a calendar year. 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 within work units, and shall reflect the date of hire and classification dates of employees covered by this Memorandum of Understanding. If possible, the Port will provide the Union with a list detailing the seniority of each represented employee held in previous classifications.

7 HIRING, LAYOFF AND REHIRING

7.A LENGTH OF PROBATIONARY PERIOD

The probationary period of any employee filling an entry level position shall not exceed nine (9) months in duration, except that in the case of an individual employee requiring further consideration, the Port, at its option, may extend the probationary period by three (3) months; further an additional three (3) months may be added to the probationary period by mutual agreement between the Port and the Union.

7.B 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.C 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 in accomplishing such a reduction in force;
- c) At least ten (10) working days of notice of any reduction in force shall be provided by the Port to the affected employee;
- 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 layoff.
- 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 such 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.

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. However, management may choose to extend the probationary period by three (3) months. Further, an additional three (3) months may be added to the probationary period by mutual agreement between the Port and the Union.

8.B 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.

8.C PROMOTIONAL EXAMINATIONS

8.C.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 Department. Announcements for examinations conducted by the Port Personnel Department will be posted no later than ten (10) working days before that application filing date. Announcements for examinations conducted by the City of Oakland Personnel Department will be posted one (1) day after receipt from the Port of Oakland.

Examination announcements and application forms for represented positions will be available through the Port Personnel Department. The Port will also transmit and post, as soon as possible, copies of examination announcements for represented positions at the Harbor Facilities office, Construction Department office, the Airport Facilities office, the Main Port Building at 530 Water Street, and Building M104 at the South Airport. In addition, the Port will transmit copies of examination announcements for represented positions to the Union as soon as possible. The posting sites may be changed by mutual agreement.

8.C.2 Oral Board.

The Human Resources Director may designate an impartial Port representative to sit as a non voting member on an oral board for a regular or promotional examination.

8.C.3 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. The Port will make its best effort to establish a better liaison with the City of Oakland Personnel 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.C.4 Notification of Selection.

Candidates for represented positions shall be advised of their status by the Port Personnel Department. Those candidates who participate in departmental interviews who are not recommended for selection shall be given written notification from the Port Personnel Department, notifying them that another candidate(s) has been recommended for selection.

8.D 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.E NON-SELECTION STATEMENT

An employee otherwise qualified for selection for a promotional position who is not selected for 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.F SUPPLEMENTAL TRAINING PROGRAMS

The Port and the Union shall meet a minimum of once per year to discuss the need for specific on-the-job training and other training programs to be utilized to upgrade the skills and knowledge of interested employees.

8.G TRANSFER LIST

The Port shall post notices of all Port vacancies in each location listed in Section 8.C.1 for a period of not less than (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 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.

9 TRAINING AND EDUCATION

9.A AVAILABLE EDUCATION COURSES

The Port wishes to encourage employees to utilize education and training courses that further the knowledge and skills of employees in the performance of their present duties, or enhance their advancement to higher positions within their present fields of employment at the Port.

9.B REIMBURSEMENT

The costs of tuition, required textbooks and materials, will be refunded to employees who obtain prior approval and complete the course, as outlined in Port policy which may be subject to

amendments and modifications from time to time. Proof of course completion and receipts of expenses are required in order to receive reimbursements.

9.C APPROVAL PROCEDURE

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

9.D JOINT LABOR MANAGEMENT COMMITTEE

A Joint Labor Management Committee will be formed within 30 days of adoption of this M.O.U consisting of two (2) representatives from IBEW Local 1245 and two (2) representatives from the Port. This committee will meet on a monthly basis. The Port shall provide paid release time for committee meetings.

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 \$1000 for the contract period beginning November 1, 2006, \$1,000 for the contract period beginning January 1, 2008, and \$1,000 for contract period beginning January 1, 2009, \$1,000 for the contract period beginning January 1, 2010 and \$1,000 for the contract period beginning January 1, 2011 .

1. For actual or anticipated expenditures which exceed the limit for any contract year, the employee will be permitted to carry over all or part of the remaining expenditure to succeeding years as necessary to fund the designated purchase or expense.
2. Unused portions from any year may be carried forward to fund future anticipated expenditures provided, however, no portion shall be carried over beyond the duration of this Memorandum of Understanding.
3. An employee is not eligible for reimbursement of expenses for Professional Development until the employee has been employed for a period of nine (9) months.

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

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

10 SAFETY

10.A PROMOTION AND SAFETY

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

10.A.1 Fresh Air Supply.

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

10.A.2 Hard Hat Usage.

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

10.A.3 VDT and Word Processing Safety.

Upon the employee's request, the Port will investigate the need for appropriate tables/desks, footrests, glare screens and adjustable chairs in video display terminals or word processing areas.

10.A.4 Jackets.

The Port will furnish jackets to field personnel upon request.

10.A.5 Safety Shoes.

Where safety shoes are required to be worn in the performance of an employee's duties by either departmental or Port policy, or pursuant to applicable Cal-OSHA or OSHA regulations, the Port hereby agrees to furnish the appropriate safety shoes on an as needed basis, 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.

Effective January 1, 2007, the Port shall pay \$187.50 (either as a reimbursement to the employee or paid directly to a Port-designated vendor) towards the purchase price of a pair of safety shoes, to be increased \$7.50 for each year during this contract period.

10.A.6 Handling of Raw Sewage.

No employee shall be assigned to work with raw sewage until he/she has received proper health and safety orientation and any necessary training, and has been provided with proper safety equipment.

10.B SAFETY COMMITTEE

Two (2) representatives from the Union shall sit on the Port's Safety Committee. Release time will be granted for the Union representative for participation in scheduled Port Safety Committee meetings. The Port's Safety Committee shall function for the purpose of inspecting, reviewing and recommending safety practices in the work areas at the Port.

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

10.C SAFETY LAWS, RULES AND REGULATIONS

The Port will adhere to all applicable safety laws and OSHA rules and regulations. It is understood that among those subjects covered by OSHA rules and regulations are: a hazard free workplace; safe tools and equipment; protective equipment; removing or guarding hazards;

information and notices regarding 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 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/her 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 any occupational safety or health standard or any safety order of the division of standards board or environmental laws will be violated and where such violation would create a real and apparent hazard to the employee or his/her 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.

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 shall establish reasonable rules for 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. In this case, the employee must also sign a waiver of confidentiality with the Port Personnel Manager.

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 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

The Port and the Union agree that neither the Union nor the Port shall discriminate in respect to employment by reasons of Union activity, race, color, creed, residency, or national origin. There will be no discrimination to the extent provided by law by reason of age, sex, sexual preference, political affiliation or handicap.

11.C EMPLOYEE SERVICE RATINGS AND REPORTS

11.C.1 Reports of Performance.

The 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; and (4) for noting and complimenting outstanding achievement by an employee. Should an employee's Performance Appraisal not be completed by the Performance Appraisal due date (either June 1 or December 1, as applicable under AP 412), then upon completion of the appraisal by the rater, the overall rating shall be applied retroactively to the appropriate appraisal due date and compensation linked to said appraisal shall be paid retroactively commencing July 1 or January 1, as appropriate.

11.C.2 Nine Month Probationary Period.

An employee in a nine (9) month entry level position probationary period shall receive a Report of Performance for Probationary Employee at the end of the second, fifth, and eighth months of service (and the eleventh and fourteenth months of service where applicable), and Report of Performance for Permanent Employee annually thereafter.

11.C.3 Six Month Probationary Period.

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, and a Report of Performance for Permanent Employee annually thereafter.

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 may have any area of performance 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.

12 WAGES

12.A GENERAL WAGE INCREASE

Effective first day of the pay period containing November 1, 2006 an across the board wage increase of 3.0%.

Effective the first day of the pay period containing January 1, 2008 an across the board wage increase of 4.0%.

Effective the first day of the pay period containing January 1, 2009 an across the board wage increase of 3.0%.

Effective the first day of the pay period containing January 1, 2010 an across the board wage increase of 4.0%.

Effective the first day of the pay period containing January 1, 2011 the salary range for each employee classification shall be increased by the percentage change in the cost of living as measured by the Consumer Price Index (CPI) for the San Francisco Bay Area for All Urban Wage Earners (82-84 = 100, U) for the year ending October 2010. The minimum increase will be three percent (3%) and the maximum increase will be five percent (5%).

12.B SALARY RATE INCREASE

12.B.1 Step Increases.

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

12.B.2 Effective Dates of Step Increases.

Increase to the next higher rate, but not higher than Rate "c", under said schedules shall become effective and the salary at such next higher rate shall, subject to the approval of the Executive Director, become payable on the first day of the following pay period or on the first day of the month following completion of the required time of satisfactory service in the same office or position of employment, whichever is later in time, and thereafter each six (6) months or one (1) year, as the case may be.

The advancement in salary ratings provided for in this section shall be limited to Rates "b" and "c" fixed within such schedules.

12.B.3 Step Increases to "d" and "e".

All represented employees who are paid at Step "c" shall advance to Step "d" effective the first pay period containing either July 1 or January 1, whichever is applicable, with a single annual performance evaluation of "Meets Expectations" (or better). All represented employees who are paid at Step "d" shall advance to Step "e" effective the first pay period containing either July 1 or January 1, whichever is applicable, with a single annual performance evaluation of "Meets Expectations" (or better).

12.B.4 Satisfactory Service.

"Satisfactory service", as used in this Article, is hereby defined as that service which, in the judgment of the Executive Director, constitutes a reasonable return in service for the duties involved and salary paid.

12.C LAND SURVEYOR REGISTRATION

It shall be a prerequisite for any employee to be employed in the classification of "Chief of Field Party", that each such employee shall be licensed by the State of California as a "Land Surveyor". All such employees shall receive a five percent (5%) increase over the base salary made effective pursuant to Section 12.A. Such additional compensation shall be incorporated into the salary schedule attached hereto as Exhibit "B".

12.D RESIDENT ENGINEER ASSIGNMENTS

Any represented employee assigned the duties of a "Resident Engineer" as defined by the Port, but not including persons employed in the classifications of Principal Engineering Assistant or Electrical Mechanical Inspector, shall receive a salary increase of six percent (6%) during the period of assignment to such duties.

The specifications of Principal Engineering Assistant and Electrical Mechanical Inspector shall include the duties of a "Resident Engineer" as defined by the Port. Persons employed in such classifications shall receive a five percent (5.0%) increase over the base salary made effective pursuant to Section 12.A. Such additional compensation shall be incorporated into the salary schedule attached hereto as Exhibit "B" and shall be effective on the date of ratification by the parties.

12.E PROFESSIONAL REGISTRATION FEES

The Port shall reimburse the members of the unit for professional registration fees paid by such members and approved by the Port. Receipts of payments are required in order to receive reimbursements.

12.F PERFORMANCE INCENTIVE PROGRAM

12.F.1 Port Performance Premium.

Regular full-time employees with a current annual performance evaluation of "Meets Expectations" (or better) shall receive premium (Port Performance Premium) pay in the amount of one and one half percent (1.5%) of their annual base salary if and when the Port meets its operating ratio and revenue goals as defined and determined by the Board of Port Commissioners on an annual basis. This Port Performance Premium pay will not be an adjustment of base salary. For those represented employees with an annual performance evaluation date of June 1, as herein defined, the Port Performance Premium pay will be made in six (6) equal monthly installments commencing in October. For those represented employees with an annual performance evaluation date of December 1, as herein defined, the premium pay will be made in six (6) monthly installments commencing the following January.

12.F.2 Merit Pay Premium.

1. Regular full-time employee who are paid at Step "c" or "d" under the terms of this Program shall receive premium pay in the amount of one and one half percent (1.5%) of their annual base salary upon receipt of an annual performance evaluation of "Outstanding". This premium pay will not be an adjustment of base salary and will be made in twelve (12) equal monthly installments.
2. Regular full-time employee who have been paid at Step "e" under the terms of this Program for at least one (1) full year shall receive premium pay in the amount of four percent (4%) of their annual base salary upon receipt of an annual performance evaluation of "Exceeds Expectations" or eight percent (8%) of their annual base salary upon receipt of an annual performance evaluation of "Outstanding". This premium pay will not be an adjustment of base salary and will be made in twelve (12) equal monthly installments.

12.G DEFERRED COMPENSATION

Should the Board of Port Commissioners approve benefits related to Port contribution to the Deferred Compensation plan for employee representation units A, B, C, D, or E, the same benefits will immediately be afforded to Local 1245 members.

13 HOURS, WORKING CONDITION AND OVERTIME

13.A SHIFT DIFFERENTIAL

Employees working the swing shift shall be paid a differential of five percent (5.0%). Employees working the graveyard shift shall be paid a differential of seven percent (7%).

13.B LUNCHES

An uninterrupted unpaid lunch period of no longer than one (1) hour, shall be scheduled for employees at or near the midpoint of each scheduled work shift of five (5) or more hours. Employees may leave their work station during an unpaid lunch period provided they do not utilize Port vehicles for transportation unless they are assigned the exclusive use of that vehicle, and are back at the work station immediately following the end of said lunch period.

13.C UNIFORMS AND PROTECTIVE CLOTHING

The Port will furnish and maintain appropriate uniforms and/or protective clothing for its field employees upon request.

13.D TOOLS

The Port will provide adequate hand tools required by craft members of the unit in the performance of their normal duties in the same manner as provided other craft workers employed by the Port. The Port will maintain a sign-out system with respect to all tools supplied by the Port, by which these employees will maintain the responsibility for non-routine replacement of any such tools.

13.E MEAL-PAY

An employee working two (2) hours of overtime beyond his/her regular shift will be provided an allowance for meals ("meal-pay") at the rate of \$18.00 per meal. In the event the employee continues to work beyond such first two (2) hours, and such work is not part of his/her regular shift, the employee will be provided additional meal-pay for each successive four (4) hour period so worked, at the rates set forth above.

13.F REST PERIODS

A rest period of fifteen (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.G ACTING PAY

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

An employee shall not receive any acting pay during periods of leave occurring during his/her acting pay assignment.

13.H COMMERCIAL LICENSES

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

13.I 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.

13.J OVERTIME

13.J.1 Overtime and Compensatory Time.

Whenever an employee is required to work in excess of his/her regular workday or regular workweek, or time worked on a holiday as provided for in this Memorandum of Understanding, he/she shall be compensated for such hours worked at time and one-half (1.5)

the regular rate, or at the employee's option, may accrue compensatory time off at the same rate, or a maximum of sixty-four (64) 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.J.2 Distribution of Overtime.

Overtime shall be distributed as equally as possible on a voluntary, rotational basis and according to seniority among employees normally performing the work within each work unit. Notice of available overtime shall be given to affected employees as far in advance as is practical and possible.

In the event that no employees are available on a voluntary basis for overtime, management will assign the overtime among employees in each work unit, starting with the least senior employee, to achieve as much as is practicable an equal distribution of overtime work. The Port will post accumulative overtime worked or credited as worked for each person each month.

An employee who is scheduled to be off on vacation shall not be scheduled for work under this Section for the period between the end of the employee's last regular day of work preceding the employee's vacation and the start of the employee's first regular day of work following the vacation. An employee who is off due to illness shall not be scheduled for work under this Section until the employee returns to work on a regular workday.

The Union Steward may review overtime records, subject to advance scheduling by the supervisor, and such Steward may post overtime worked in his/her work area.

13.J.3 Overtime System for Airport Operations Supervisors.

1) Overtime and On-call Lists:

a) Upon execution of this agreement, all incumbents will be placed on a overtime-call list in descending order beginning with the employee possessing the greatest amount of Port seniority within the respective classification and ending with the person possessing the least amount of Port-seniority within said classification. Any person entering the classification after execution of this agreement will be placed at the bottom of the list in order of classification-hire date, regardless of Port seniority, provided, however, any such persons with the same classification-hire date shall be listed in descending order beginning with the employee possessing the greatest amount of Port seniority and ending with the person possessing the least amount of Port seniority.

b) In like manner, as that described in paragraph 1 above, upon execution of this agreement an on-call list shall be established for purposes of assigning work on an on-call basis as described in the procedures set forth herein below.

2) In assigning work on an overtime basis, the following system, which shall be known generically as the "ROLEDEX" system, shall be used:

a) Once the initial order of preference has been established as described in paragraph 1 above, work on an overtime basis will be offered equally to all of the employees on the overtime-call list in descending order, provided, however, that any person on the list with a schedule conflict shall be deemed to be ineligible for the overtime assignment.

b) Each opportunity for overtime work shall continue to be offered to the employees on the list in such descending order, rotating to the beginning of the list when it is exhausted, until the assignment is accepted or all the persons on the overtime-call list have been called. Persons with a schedule conflict shall be deemed to have been called for purposes of this overtime-call procedure.

c) After an overtime assignment has been accepted following the procedure described in subparagraphs 2.a. and 2.b. above, the next overtime assignment will be offered to the persons on the list, in descending order, beginning with the person named on the list immediately following the name of the person who accepted the previous overtime assignment, and otherwise continuing in said descending order in accordance with the procedures described in this subparagraphs 2.a and 2.b. above.

d) If the previous overtime assignment was not accepted after having been offered to all persons on the list as described in subparagraphs 2.a. and 2.b., the next overtime assignment will be offered to the persons on the list, in descending order, beginning with the next person named on the list following the first person on the list that was called in accordance with the procedures set forth in paragraph 2.a. and 2.b.

3) If the overtime assignment cannot be filled under the procedures described in paragraph 2 above, then the following procedure shall be implemented:

a) The person assigned the same duties during the shift immediately preceding the shift in which the overtime assignment is requested to be filled as that required to be performed as an overtime assignment, will be asked to extend their hours of work to cover the first four hours of the overtime assignment, and;

b) The person assigned the same duties during the shift immediately following the shift in which the overtime assignment is requested to be filled as that required to be performed as an overtime assignment, will be asked to extend their hours of work to cover the last four hours of the overtime assignment.

4) If the shift cannot be filled under the procedures described in paragraphs 2 or 3 above, then the person with the on-call assignment for that work week, as described in paragraph 1.b. above, will be required to fill the shift or partial shift. On-call assignment will continue to be rotated through all persons in this classification on a weekly basis.

5) If the shift cannot be filled under any of procedures described above, then the department manager will decide who shall be required to work the overtime assignment.

6) No person shall be required to work more than 16 consecutive hours as a result of this agreement.

7) In no event shall the person on shift be able to leave until he/she is relieved.

13.K COMPENSATORY AND VACATION BUY BACK

Portions of accrued compensatory and vacation time may be compensated in cash upon the employee's written request to the Port. Requests are limited to one every three months. The Port will use its best efforts to process such buy back no later than twenty (20) days after the Finance Division has received submittal of the employee's written request.

13.L WORKERS' 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 the salary of the employee's scheduled work week for each week of continuing disability.

13.M HOURS OF WORK

The regular daily work schedule for represented employees shall be eight (8.0) hours and the regular work-week schedule shall be forty (40.0), except for those classifications set forth on Exhibit "B" attached hereto and incorporated herein by this reference, presently assigned thirty six (36) hour and thirty seven and one-half hour work-week schedules.

13.N CALL BACK PAY

A minimum of four (4) hours of pay at time and one-half (1.5) will be paid to employees called back to work for other than a regular shift. This section shall not apply to extension of time worked beyond a regular shift.

13.O SHIFT BIDDING

Airport Operations Supervisors shall bid on assignments to Field positions and shifts on a classification seniority basis, once annually, subject to reassignment during the year by management based upon staffing need. Management will exercise good faith in the administration of this section.

The Port reserves its right to structure and/or restructure supervisory shifts, positions, schedules and assignments, based upon operational considerations, during the course of each year. Determination of operational needs by the Port will be presumed to be reasonable.

For other classifications, classification seniority shall apply to shift bidding for employees performing shift work or 24-hour Port operations work.

13.P SHIFTS EXCEEDING 16 HOURS

An Airport Operations Supervisor who works more than sixteen (16) consecutive hours but not more than twenty (20) consecutive hours will be paid for twenty (20) hours of work at the appropriate rate(s). An employee who works more than twenty (20) consecutive hours but not more than twenty-four (24) consecutive hours will be paid for twenty-four (24) hours of work at the appropriate rate(s).

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

13.Q ALTERNATIVE WORK HOURS

Employees in the following classifications: Electrical Mechanical Inspector, Port Construction Administration, Principal Engineering Assistant may elect to work a flex-time schedule according to HR Policy AP 419.

14 HOLIDAYS

14.A DESIGNATED HOLIDAYS

The following days of each year are designated as holidays:

- January 1st, in celebration of New Year's Day
- 3rd Monday in January, in celebration of Martin Luther King's Birthday
- February 12th, in celebration of Lincoln's Birthday
- 3rd Monday in February, in celebration of President's Day
- Last Monday in May, in celebration of Memorial Day
- July 4th, in celebration of Independence Day
- First Monday in September, in celebration of Labor Day
- September 9th, in celebration of Admission Day
- November 11th, in celebration of Veterans' Day
- The Thursday in November identified as Thanksgiving Day
- The Friday in November following Thanksgiving Day
- A floating holiday subject to the prior approval of the department head to be taken during the calendar year
- The second half of the work shift on December 24th
- December 25th, in celebration of Christmas Day
- The second half of the work shift on December 31st
- Every day appointed by the President, or Governor for a public fast, Thanksgiving or holiday.

14.B HOLIDAY PAY

An employee who works on a holiday shall be paid at the overtime rate of time and one-half of the employee's regular hourly rate of pay for that day. In the event an employee works on a recognized holiday, the overtime pay or compensatory time off as elsewhere specified in this Memorandum of Understanding is in addition to the pay which the employee would otherwise receive for said holiday.

14.C HOLIDAYS ON REGULAR DAY OFF

For employees with a regular work schedule of Monday through Friday, if the holiday falls on a Saturday, the employee will earn a regular day of compensatory time at the regular hourly rate of pay. If the holiday falls on a Sunday, the employee will have the following Monday scheduled as a day off with pay, at the regular hourly rate of pay.

For employees who do not have a regular work schedule of Monday through Friday, if the holiday falls on the employee's day off, the employee will earn a regular day of compensatory time at the regular hourly rate of pay.

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 (1) year from the anniversary date of such appointment by the Port:

1. Two (2) weeks (10 days) per year through the first four (4) employment years.
2. Three (3) weeks (15 days) per year beginning the fifth (5th) employment year and through the twelfth (12th) year; provided, however, that during the tenth (10th) full employment year an employee, on his/her anniversary date, shall accrue one (1) additional day as vacation for that year only.

3. Eighteen (18) days per year beginning the thirteenth (13th) employment year and through the nineteenth 19th year; provided, however, that during the fifteenth (15th) full employment year an employee, on his or her anniversary date, shall accrue one (1) additional day as vacation for that year only.
4. Four (4) weeks (20 days) per year beginning the twentieth (20th) employment year and through the twenty-fifth (25th) year; provided, however, that during the twentieth (20th) and twenty-fifth (25th) full employment years an employee, on his or her anniversary date, shall accrue one (1) additional day as vacation for those years only.
5. Five (5) weeks (25 days) per year beginning the twenty-sixth (26th) employment year and each year thereafter. For the purpose of computing the rate of accrual of vacation leave, a break in service of less than two (2) years shall have no effect. A break in service in excess of two (2) years shall mean that the employee so 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 City.

15.B VACATION DEFERRAL

Unused vacation leave may be deferred from year to year, only to the extent of one year's accrual, or paid off in December, except as otherwise approved by the department head, whose decision may be appealed to the Division Director.

15.C ILLNESS DURING VACATION

In the event an employee is 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.D PAYDAY DURING VACATION

If a pay day falls within an employee's approved vacation schedule, the employee shall be entitled to receive his/her paycheck prior to the start of the vacation period, providing that the request is received by the Port's payroll unit no less than ten (10) working days before the start of the vacation period, and the vacation period is no less than ten (10) working days.

15.E 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.

16 LEAVES OF ABSENCE

16.A SICK LEAVE

16.A.1 Entitlement.

Sick leave shall be accrued by an employee at the rate of one full working day per month of service to the Port. Sick Leave shall not be credited until the completion of the first three (3) months of service. Sick leave with pay which is not used shall be accumulated to the maximum of one hundred and fifty (150) days.

All full time employees in this unit whose work schedules are forty (40) hours per week and/or thirty six (36) hours per week, shall accrue sick leave at the rate of eight (8) sixteen. All full time employees in this unit whose work schedules are thirty seven and one-half (37.5) hours per week shall accrue sick leave at the rate of seven and one-half (7.5) hours per month.

16.A.2 Family Illness.

Each employee who is otherwise eligible to take sick leave may, in the event of illness in his/her immediate family, take a maximum of ten (10) working days' accumulated sick leave in any calendar year. Such family sick leave shall be charged against an employee's accumulated sick leave credits. Immediate family shall be defined as provided in Section 16.A.6, entitled "Definition of Immediate Family".

16.A.3 Sick Leave Buy-Back.

If an employee with not less than ten (10) years of total City and Port employment terminates or is terminated for any reason, he or she shall be paid a lump sum on the basis of thirty three and one-third percent (33-1/3%) of accumulated sick leave credit, in accordance with the procedures set forth in Section 8.02(d) of the Personnel Rules and Procedures of the Port of Oakland.

16.A.4 Attendance 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:
 - Accumulate sick leave credits to the 150-day maximum.
 - Convert sick leave earned over the basic requirement of sixty (60) days to vacation days, at the ratio of three (3) sick leave days to one (1) day of vacation, with a maximum of four (4) days vacation from converted sick leave.
 - Convert sick leave earned over the basic requirement of sixty (60) days to cash at the ratio of three (3) sick leave days to one (1) day of pay with a maximum of four (4) days earned from converted sick leave.
 - A combination of the above.
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

3. Each of the employees eligible for the \$200 bonus noted above shall have his/her name entered into a lottery with the eligible unrepresented employees to represent the Port of Oakland on a trip to the Far East to visit a Port office, as selected by the Port.

16.A.5 Medical/Dental Appointments.

Medical and dental appointments taking no more than two (2) hours of work time, including time for transportation to and from the appointment site, will be excused with no charge to sick leave under the following conditions. Port supervisors must be notified of all such medical and dental appointments at least twenty-four (24) hours in advance. Upon request, employees must furnish proof of attending the appointments by providing the supervisor with a written medical appointment verification slip from the physician upon immediate return to work.

If appointments extend beyond two (2) hours, the entire time off will be charged to the employee's sick leave.

Such medical and dental appointments may not be combined, and may not be combined with any other kinds of leave. Such medical and dental appointments should be scheduled so as to minimize impact on work hours. Appointments in excess of this limitation shall be charged to the employee's appropriate leave balance.

In emergency medical/dental situations, where twenty-four (24) hour notice is not possible, the employee shall utilize his/her regular sick leave, if available, and this provision shall not be applicable.

16.A.6 Definition of Immediate Family.

For purposes of this section and the section on "Family Illness," the immediate family shall be defined as mother, father, husband, wife, domestic partner, son, daughter, brother, sister, grandfather, grandmother, father-in-law and mother-in-law. A domestic partner shall be deemed a member of an employee's immediate family only for the limited purposes of granting the employee to whom the term applies time off from work and for no other purposes, as specifically set forth in Section 16.A.7 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.7 Domestic Partners.

A domestic partnership is defined as a relationship between two co-habiting, unmarried and unrelated persons over 18 years of age who share common living expenses, and who have resided together for at least six (6) months prior to the filing of a Declaration of Domestic Partnership form (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 (Section 16.A.2), Maternity Leave (Section 16.C), Parental Leave (Section 16.D) 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 (5) working days from the date of such termination.

16.B PERSONAL LEAVE

Up to four (4) days of accumulated sick leave per year may be used by employees in this unit for personal business. These four (4) days are not accumulative, and if not used, will be counted as sick leave in which case they will be carried from year to year. Personal business is defined as necessary transactions that might affect an employee's economic well-being or

personal welfare if not attended to during scheduled working hours. Use of personal leave is subject to the approval of the department head.

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

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 arising out of pregnancy may use accrued sick leave for such complications or disabilities; during such paid leave of absence seniority would continue to accrue.

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

16.D PARENTAL LEAVE

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

16.E JURY DUTY LEAVE

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

16.F MILITARY LEAVE

Military leave of absence with pay shall be granted to employees in accordance with State and Federal law to the 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 of someone other than those included within the definition of the immediate family under the provisions of this MOU. It is the intent of this provision to cover the kind of situation in which someone other than immediate kin has raised the employee, or due to unusual circumstances has a very close relationship with the employee. When such special case consideration is granted, the Union will be notified in writing.

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 family death leave. Such leave shall be at the employee's regular rate of pay.

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 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 RATE OF PAY DURING PAID LEAVE

Employees shall not receive premium pay during any period of paid leave.

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 for the period beginning the first day of his/her absence due to his/her initial injury, up to a number of consecutive working days equal to three times his/her accumulated sick leave at the time of the injury, without any charge against his/her accumulated sick leave. This benefit will be in conjunction with the usual workers' compensation benefits and not in addition to the amounts of disability pay to which the employee is entitled under workers' compensation.

Any such employee who has less than three years of regular service with the Port and is injured in the performance of his/her duties shall be entitled to receive full pay for the period beginning the first day of his/her absence due to his/her initial injury, up to sixty consecutive working days, or three times his/her accumulated sick leave at the time of the injury, whichever is greater, without any charge against his/her accumulated leave.

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

16.I.2 Health Insurance Contributions.

The Port shall continue to provide the medical, vision and dental insurance benefits as set forth in Section 17.A.1, 17.B., and 17.C., respectively, for an employee on Port paid on-the-job injury leave.

16.I.3 Return to Work.

An employee who was off work as a result of an on-the-job injury may be able to return to work on light duty, with the approval of the treating physician, Port's Workers' Compensation Medical Advisor and the respective department manager. Assignment to light duty shall be

temporary, and shall not exceed six (6) scheduled work weeks unless mutually agreed to by both parties. Pay during the light duty assignments shall be commensurate with the rate of base pay of the employee prior to his/her on-the-job injury.

16.J LEAVE BENEFITS UNDER FMLA

The leave benefits required to be provided under the Family and Medical Leave Act of 1993 and the California Family Rights Act, as amended, shall be provided in conjunction with leave benefits described in this MOU, not in addition to such benefits except to the extent that these Acts require the provision of leave benefits that exceed the leave benefits otherwise provided for in this MOU. Attached hereto as Attachment "3" is a summary of the pertinent provisions of the Family and Medical Leave Act of 1993.

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.
- b) If an employee chooses to participate in a P.E.R.S. health plan which is more expensive than the P.E.R.S. Kaiser Northern California health plan, the excess cost shall be paid by the employee. These contributions shall be adjusted during the term described above to reflect the changes, if any, in the PERS premium.
- 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 rates available through the Public Employees' Retirement System.
- 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.

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 employees represented by United Public Employees Local 790. Prior to any Port-imposed reduction in the level of coverage provided by the current plan, the Port shall meet and confer with the Union regarding said reduction. Should this plan change due to unforeseeable events (such as, but not limited to, a carrier imposed reduction in the level of coverage during the term of this agreement), the Port shall meet and discuss the changes with the Union within ten working days.

17.D RETIREE DENTAL AND VISION CARE

Resolution No. 01271 – Resolved that the Board of Port Commissioners hereby approves and provides for retirees and their dependents with dental and vision care benefits equal to the benefits provided to active employees and as more fully described in Agenda Sheet Item No. 31 dated July 10, 2001.

17.E LIFE INSURANCE

The Port shall provide life insurance coverage for each eligible represented employee in an amount equal to one (1) times the employee's annual salary, including an accidental death and dismemberment benefit of equivalent amount. The Port further agrees to provide optional death and dismemberment coverage and supplemental life insurance coverage at the employee's cost, payable as a deduction from the employee's compensation, at rates established by the

Port's insurance carrier. For purposes of information only, the Port and Union acknowledge that current (monthly) rates for supplemental life insurance and optional AD&D are as follows:

Optional AD&D

\$.02/\$1,000

Supplemental (Term) Life

Age	Rate/\$1,000
<20	\$0.10
20-29	\$0.13
30-39	\$0.19
40-49	\$0.32
50-59	\$0.82
60-69	\$1.24
70-79	\$4.46

17.F STATE DISABILITY INSURANCE

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

17.G HEALTH BENEFITS LIMITATIONS DURING LEAVE WITHOUT PAY

The Port shall pay its share of health benefit premiums to cover until the end of the subsequent month following the first day of leave without pay.

The Port will permit employees to continue health benefits while on leave. Arrangements must be made with the benefits/payroll section of the Personnel Department to continue such coverage. The insurer will not automatically reinstate coverage upon the employee's return to work unless the employee has paid for coverage while on leave. When the employee does not pay for such coverage while on leave, he/she must wait for the applicable re-entry period to reinstate coverage.

17.H DEFENSE AND INDEMNIFICATION

In accordance with the requirements of the California Tort Claims Act, beginning at Government Code Section 995, the Port will defend and indemnify represented employees or former employees if they are sued for acts or omissions occurring within the scope of their employment with the Port save and except where applicable law excuses the Port's obligation to defend (e.g. fraud, malice, etc.).

17.I LONG TERM DISABILITY INSURANCE

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

17.J PERMANENT EMPLOYEES ON TEMPORARY ASSIGNMENT (PETA) PROGRAM

a) Introduction.

The Port and the Union agree to the establishment of the "Permanent Employees on Temporary Assignment ("PETA") Program", described below, to accommodate employees whose driver's licenses have been suspended, revoked or the employee has otherwise been restricted

from driving for conduct occurring off the job. This program shall apply only to those classifications that require a driver's license in order to perform the job.

Institution of this program will eliminate any existing procedure currently being utilized for the purpose of dealing with represented employees with suspended licenses. This program will not affect those employees who are presently participating in another license suspension procedure in the Port.

b) Program Criteria.

1. Participation in the PETA Program is limited to those employees who notify their supervisors the next reporting day of any (DMV) driving restriction. Any Employee who fails to notify the Port of any (DMV) driving status change affecting the employee's driving privileges by the next reporting day may be subject to termination.
2. An employee will be eligible to participate in the PETA program where the employee's license has been suspended, revoked or the employee has been restricted from driving for more than 30 days, up to a maximum of one year. An employee will be allowed to participate in this program no more than once every five years.
3. Employees in classifications that require drivers licenses to perform the duties of their classifications whose licenses have been suspended for 30 days or less, may be granted vacation, personal or compensatory leave or leave without pay upon request and subject to the approval of the employee's Department Manager.
4. Employees participating in this program will be recommended for a leave of absence to the Board of Port Commissioners from their regular position with the Port to accept assignment to the Youth Aide BB exempt classification as a "Permanent Employee on Temporary Assignment" at the corresponding rate of pay of the classification.
5. Assignment of a PETA participant to a position within the Port shall be based upon the needs of the Port which may result in placement of the employee in a department or division other than that in which the employee was previously assigned in his/her permanent classification.
6. Upon receipt of notice that an employee's license has been reinstated, Port management shall recommend to the Board of Port Commissioners that the employee be reappointed to the permanent classification and pay rate from which the employee was granted a leave of absence to participate in the PETA Program.
7. If the employee's license is not reinstated after one year in the Youth Aide BB classification, Port management shall recommend to the Board of Port Commissioners that the employee be terminated from his/her employment with the Port.

c) Inapplicability under Americans with Disabilities Act.

The provisions of this section shall not apply to persons with a disability as defined under the Americans with Disabilities Act of 1990 whose loss or restriction of driving privileges results from any such disability.

17.K ALTERNATE MEDICAL COVERAGE; CASH IN LIEU

If a worker has medical coverage from a family member, he/she may withdraw from the Port medical program during the regular open enrollment period and receive fifty percent (50%) of the Kaiser North premium at the appropriate single, double or family rate, in cash from the Port on a monthly basis upon the Port having received proof of alternate coverage. Cash in lieu payments shall commence with the start of the benefit year, currently January 1, 1999. Members opting to re-enroll in the Port medical program at a later date may do so during any open enrollment period, with no other restrictions or requirements.

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 Employee's 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.

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

18.B EMPLOYEE CONTRIBUTION

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

The Port will pick up the employee's normal contribution to the P.E.R.S. according to the individual designation of each represented employee.

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

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

18.C CURRENT P.E.R.S. BENEFITS

The Port will provide current benefits in accordance with the requirements of P.E.R.S.

18.D AB616 RETIREMENT ENHANCEMENT

If the City of Oakland grants a retirement enhancement program during the term of this Memorandum of Understanding, consistent with the provisions of Assembly Bill 616, which is applicable to employees covered under the terms of this MOU, the Port will extend the same enhancement benefits to said employees.

19 MISCELLANEOUS AND DURATION

19.A SALARY AND BENEFITS SURVEY

The Port will conduct a salary and benefits survey for Airside Operations Supervisor.

19.B SEPARABILITY AND REVISIONS OF SEVERED POSITIONS

In the event any portion of this Memorandum of Understanding 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.

19.C MEMORANDUM IS ENTIRE AGREEMENT

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

19.D TERM OF AGREEMENT

This Memorandum of Agreement shall become effective November 1, 2006 as adopted in the necessary ordinances and resolutions of the Port of Oakland, and shall remain in effect through and including December 31, 2011.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed
this _____ day of _____, 2005.

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
AFL-CIO, LOCAL 1245
Meet and Confer Committee

PORT OF OAKLAND
Meet and Confer Committee

By:
Lynne Morel
Business Representative

By:
Austris Rungis
Chief Negotiator

IBEW Negotiations Team:
Dave Cuthbertson
Bill Morrison
Patricia Seals
Bob Shiner

Port Negotiations Team:
Joan Strawder Webster
Deborah Preston
Bill Wade
Ralph Hill
Alicia Platt
Ted Mankowski

The above Memorandum of Understanding is hereby ratified and confirmed this
_____ day of _____, 2006.

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
AFL-CIO, LOCAL 1245
Meet and Confer Committee

PORT OF OAKLAND
Meet and Confer Committee

By:
Business Manager

By:
Executive Director
Chief Negotiator

Approved as to form and legality

this _____ day of _____, 2007.

David L. Alexander
Port Attorney

Resolution No.: 02182

Exhibit A

CLASSIFICATIONS REPRESENTED BY I.B.E.W.

A/P Landside Services Coordinator
A/P Operations Supervisor Airside
Aviation Public Works Specialist
Chief of Field Party
Diving Supervisor
Electrical Mechanical Inspector
Equipment Systems Superintendent
Port Construction Administrator
Port Equipment Supervisor
Port Maintenance/Construction Supervisor
Port Maintenance Foreman
Port Utilities Foreman
Principal Engineering Assistant
Senior Equipment Systems Engineer
Senior Fire Prevention Systems Engineer
Utilities Supervisor

Exhibit B

Job Title	Step A	Step B	Step C	Step D	Step E
Airport Landside Services Coordinator (40 Hrs.)					
Effective 11/1/06	5077	5330	5597	5930	6288
Effective 1/1/08	5280	5543	5821	6167	6540
Effective 1/1/09	5438	5709	5996	6352	6736
Effective 1/1/10	5656	5937	6236	6606	7005
Airport Operations Supervisor, Airside (40 Hrs.)					
Effective 11/1/06	6860	7204	7564	7943	8340
Effective 1/1/08	7134	7492	7867	8261	8674
Effective 1/1/09	7348	7717	8103	8509	8934
Effective 1/1/10	7642	8026	8427	8849	9291
Aviation Public Works Specialist (40 Hrs.)					
Effective 11/1/06	6618	6942	7306	7728	8171
Effective 1/1/08	6883	7220	7598	8037	8498
Effective 1/1/09	7089	7437	7826	8278	8753
Effective 1/1/10	7373	7734	8139	8609	9103
Chief of Field Party (40 Hrs.)					
Effective 11/1/06	6785	7133	7488	7920	8377
Effective 1/1/08	7056	7418	7788	8237	8712
Effective 1/1/09	7268	7641	8022	8484	8973
Effective 1/1/10	7559	7947	8343	8823	9332

Diving Supervisor (40 Hrs.)

Effective 11/1/06	6962	7314	7683	8125	8593
Effective 1/1/08	7240	7607	7990	8450	8937
Effective 1/1/09	7457	7835	8230	8704	9205
Effective 1/1/10	7755	8148	8559	9052	9573

Electrical/Mechanical Inspector (40 Hrs.)

Effective 11/1/06	6618	6942	7306	7728	8171
Effective 1/1/08	6883	7220	7598	8037	8498
Effective 1/1/09	7089	7437	7826	8278	8753
Effective 1/1/10	7373	7734	8139	8609	9103

Equipment Systems Superintendent (40 Hrs.)

Effective 11/1/06	7986	8324	8742	9209	9882
Effective 1/1/08	8305	8657	9092	9577	10277
Effective 1/1/09	8554	8917	9365	9864	10585
Effective 1/1/10	8896	9274	9740	10259	11008

Port Construction Administrator (40 Hrs.)

Effective 11/1/06	6731	7069	7429	7857	8307
Effective 1/1/08	7000	7352	7726	8171	8639
Effective 1/1/09	7210	7573	7958	8416	8898
Effective 1/1/10	7498	7876	8276	8753	9254

Port Equipment Supervisor (40 Hrs.)

Effective 11/1/06	7189	7549	7925	8402	8906
Effective 1/1/08	7477	7851	8242	8738	9262
Effective 1/1/09	7701	8087	8489	9000	9540
Effective 1/1/10	8009	8410	8829	9360	9922

Port Maintenance/Construction Supervisor (40 Hrs.)

Effective 11/1/06	8218	8567	8996	9477	10170
Effective 1/1/08	8547	8910	9356	9856	10577
Effective 1/1/09	8803	9177	9637	10152	10894
Effective 1/1/10	9155	9544	10022	10558	11330

Port Maintenance Foreman (40 Hrs.)

Effective 11/1/06	7005	7319	7662	8070	8495
Effective 1/1/08	7285	7612	7968	8393	8835
Effective 1/1/09	7504	7840	8207	8645	9100
Effective 1/1/10	7804	8154	8535	8991	9464

Port Utilities Foreman (36 Hrs.)

Effective 11/1/06	7005	7319	7662	8070	8495
Effective 1/1/08	7285	7612	7968	8393	8835
Effective 1/1/09	7504	7840	8207	8645	9100
Effective 1/1/10	7804	8154	8535	8991	9464

Principal Engineering Assistant (40 Hrs.)

Effective 11/1/06	6618	6942	7306	7728	8171
Effective 1/1/08	6883	7220	7598	8037	8498
Effective 1/1/09	7089	7437	7826	8278	8753
Effective 1/1/10	7373	7734	8139	8609	9103

Senior Equipment Systems Engineer (40 Hrs.)

Effective 11/1/06	7005	7319	7662	8070	8495
Effective 1/1/08	7285	7612	7968	8393	8835
Effective 1/1/09	7504	7840	8207	8645	9100
Effective 1/1/10	7804	8154	8535	8991	9464

Senior Fire Prevention Systems Engineer (40 Hrs.)

Effective 11/1/06	7005	7319	7662	8070	8495
Effective 1/1/08	7285	7612	7968	8393	8835
Effective 1/1/09	7504	7840	8207	8645	9100
Effective 1/1/10	7804	8154	8535	8991	9464

Utilities Supervisor (36 Hrs.)

Effective 11/1/06	7986	8324	8742	9209	9882
Effective 1/1/08	8305	8657	9092	9577	10277
Effective 1/1/09	8554	8917	9365	9864	10585
Effective 1/1/10	8896	9274	9740	10259	11008

