



CIVIL SERVICE BOARD MEETING AGENDA

Date: October 18, 2018

OPEN SESSION 5:30 p.m.

City Hall, One Frank H. Ogawa Plaza, Hearing Room 1

BOARD MEMBERS: Chair, Andrea Gourdine; Vice Chair, David Jones; Lauren Baranco; Yvonne Hudson-Harmon; Christopher Johnson; Carmen Martinez; Beverly A. Williams

STAFF TO THE BOARD: Ian Appleyard, HRM Director/Secretary to the Board
Greg Preece, HRM Manager/Staff to the Board
Tabitha Pulliam, HRM Technician/Staff to the Board
Michelle Meyers, Senior Deputy City Attorney

OPEN SESSION AGENDA

ROLL CALL

1) OPEN FORUM

1a) Updates: Secretary to the Board

2) CONSENT CALENDAR:

ACTION

- a) Ratification of Provisional Appointment
 - Housing Development Coordinator IV
- b) Approval of Employee Requests for Leave of Absence
 - Library
 - Oakland Police Department
 - Public Works Department
- c) Approval of Revised Classification Specifications
 - Animal Control Supervisor
 - Gardener II
 - Gardener Crew Leader
 - Park Equipment Operator

3) OLD BUSINESS:

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| a) Approval of September 20, 2018 Civil Service Board Meeting Minutes | ACTION |
| b) Approval of August 16, 2018 Civil Service Board Meeting Minutes | ACTION |
| c) Determination of Schedule of Outstanding Board Items | INFORMATION |
| d) Informational Report on the Status of Temporary Assignments for Temporary Contract Service Employees (TCSEs) and Exempt Limited Duration Employees (ELDEs) Including a Report of the Names, Hire Dates, and Departments of all ELDE's and TCSEs in Accordance with the Memorandum of Understanding Between the City and Local 21 | INFORMATION |
| e) Common Classification Study Update | INFORMATION |

4) NEW BUSINESS:

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| a) Approval of New Classification Specifications for Transportation Planner I, Transportation Planner II, and Transportation Planner III | ACTION |
| b) Quarterly Report per Section 3.04(f) of the Personnel Manual of the Civil Service Board ("Civil Service Rules") Providing Status of All Classification Specifications Revisions Currently Under Review | ACTION |
| c) Informational Report regarding Provisional Appointments | INFORMATION |
| d) 6.05 – Appeal of Removal or Demotion of Employee During the Probationary Period PORT-2018-AP01 (R. Arguello). | ACTION |

5) ADJOURNMENT

NOTE: The Civil Service Board meets on the 3rd Thursday of each month. The next meeting is scheduled to be held on Thursday, November 15, 2018. All materials related to agenda items must be submitted by Thursday, November 01, 2018. For any materials over 100 pages, please also submit an electronic copy of all materials.

Submit items via email or U.S. Mail to:

City of Oakland - Civil Service Board
150 Frank H. Ogawa Plaza, 2nd floor
Oakland, CA 94612
civilservice@oaklandca.gov



Do you need an ASL, Cantonese, Mandarin or Spanish interpreter or other assistance to participate? Please email civilservice@oaklandca.gov or call (510) 238-3112 or (510) 238-3254 for TDD/TTY five days in advance.

¿Necesita un intérprete en español, cantonés o mandarín, u otra ayuda para participar? Por favor envíe un correo electrónico civilservice@oaklandca.gov o llame al (510) 238-3112 o al (510) 238-3254 Para TDD/TTY por lo menos cinco días antes de la reunión. Gracias.

你需要手語, 西班牙語, 粵語或國語翻譯服務嗎? 請在會議前五個工作天電郵 civilservice@oaklandca.gov 或致電 (510) 238-3112 或 (510) 238-3254 TDD/TTY



CITY OF OAKLAND

MEMORANDUM

DATE: September 20, 2018

TO: The Honorable Civil Service Board

FROM: Mary Ann Gonzales
HR Analyst

THROUGH: Ian Appleyard, HRM Director
Secretary to the Board

THROUGH: Suzie Lawson, Principal HR Analyst, Recruitment & Classification

SUBJECT: Request for Provisional Appointment in Classification of Housing Development Coordinator IV to be ratified at Civil Service Board Meeting of October 18, 2018

Attached is a request from the Housing and Community Development Department to make a provisional appointment to a Housing Development Coordinator IV vacancy. The basis for this request is detailed in the attached Provisional Appointment Form as supporting documentation.

The Housing Development Coordinator IV position is responsible for planning, implementing and administering major housing development programs and projects; prepares staff reports for the Mayor, City Council and other elected officials and delegates; and assure compliance with federal, state, and local regulations.

The minimum qualifications for the Housing Development Coordinator IV are: completion of a Bachelor's degree in architecture, city planning, public administration, business administration, or related field. A Master Degree is desirable. Two (2) years of experience comparable to a Housing Development Coordinator III in the City of Oakland.

The selected candidate meets the minimum qualifications of the Housing Development Coordinator IV position with a Master degree in Urban Planning and has over two years of experience implementing the development of affordable housing projects. Recruitment and Classification will be in the process of administering a Civil Service Examination to permanently fill this vacancy within 120 days. The job announcement has been posted and is schedule to close on September 24, 2018.

The Human Resources Management Department recommends that the Civil Service Board ratify the provisional appointment for this Housing Development Coordinator IV position in the Housing and Community Development Department beginning on September 24, 2018 and ending on or before January 21, 2018.

**OAKLAND CIVIL SERVICE BOARD
PROVISIONAL APPOINTMENT REQUEST**

SCHEDULED MEETING DATE FOR CONSIDERATION: October 18, 2018

AREA REQUESTED

POSITION: Housing Development Coordinator IV
DEPARTMENT: Housing and Community Development
APPOINTMENT DURATION: 120 days maximum

STATUS OF RECRUITMENT AND EXAMINATION PROCESS

DATE ELIGIBLE LIST EXPIRED OR WAS EXHAUSTED: July 14, 2016
DATE PERSONNEL REQUISITION RECEIVED: September 20, 2018
CURRENT STATUS OF EXAMINATION: The job announcement is currently open until September 24, 2018.

JUSTIFICATION:

Reason Needed:

This provisional appointment is needed to fill one (1) current vacancy. The requisition requesting a provisional appointment was approved on 9/20/18. A provisional appointment will allow the work to be performed while an eligibility list is being developed. The Housing Development Coordinator IV is needed for planning, implementing and administering major housing development programs and projects; preparing staff reports for the Mayor, City Council and other elected officials and delegates; and assuring compliance with federal, state, and local regulations.

Other Alternatives Explored and Eliminated:

None

IMPACT IF REQUESTS ARE NOT APPROVED (i.e., services, fiscal, other):

Not having this vacancy filled while an eligibility list is established would severely impact the Department's ability to administer and oversee major housing projects, including affordable housing loans, and ensuring that critical public services are provided.

Attachments:

Recruitment and Classification Staff Recommendation, including following pertinent information:

- Summary of Application Qualifications ✓
- Current Residency Status: *Not a Oakland Resident*
- Current Employment Status: *Is a current temporary contract services City of Oakland Employee*



MEMORANDUM

DATE: October 18, 2018

TO: The Honorable Civil Service Board

FROM: Tabitha Pulliam, HRM Technician, Recruitment & Classification / Staff to the Board

THROUGH: Ian Appleyard, HRM Director / Secretary to the Board

SUBJECT: Request Authorization for Employee Requests for Leave of Absence

HRM is in receipt of five (5) Unpaid Leave of Absence requests pursuant to Personnel Manual Section 8.07 Miscellaneous Leaves of Absence.

Employee Name	Classification	Department	Leave Duration	Category
Long, Jacqueline	Program Analyst III	Oakland Police Department	October 08, 2018 – October 08, 2019	CSR 8.07 (c)(v) Exempt Position
Menjivar, Martha	Library Assistant	Library	September 15, 2018 – March 15, 2019	CSR 8.07 (c)(iii) Personal Business
Moore, Irma	Police Communications Dispatcher	Oakland Police Department	November 29, 2018 – March 21, 2019	CSR 8.07 (c)(iii) Personal Business
Ortiz, Santos	Sewer Maintenance Worker	Public Works Department	September 5, 2018 – December 5, 2018	CSR 8.07 (c)(iii) Personal Business
Ramie-Adams, Crystal	Management Assistant	Library	November 26, 2018 – Open	CSR 8.07 (c)(v) Exempt Position

RECOMMENDATION:

Staff recommends that the Civil Service Board approve the requested Leaves of Absence.



Unpaid Leave of Absence

Leave Type:

- FCL - Family Care Extended
- FDN - Family Death (no pay)
- MNP - Military Leave (no pay)
- SLV - Sick Leave (no pay)
- ANP - Miscellaneous (no pay)
- Paternity Leave (no pay)

Employee's Name Jacqueline Long Employee's ID 4059 Today's Date 8/24/2018

Department/Division Police/Neighborhood Services Section 2 Employee Job Title Program Analyst III

Request: Days Hours From 10/8/18 To 10/8/19
No. of Days or Hours Select Days or Hours

Unpaid Leave Taken This Year? Yes No If yes, what type of leave _____
(Write appropriate code)

Comparison of Different Leave Types					
Leave Type	Maximum Duration	Keep Accrued Seniority?	Accrue Seniority?	Keep Health Benefits?	Other
FCL	4 mos*	Yes	No	Depends*	Comb. of paid & unpaid leave
FDN	5 days	Yes	No	Yes	Family death leave (paid) exhausted
MNP	1 year	Yes	Yes	For 3 mos*	For military training and service
SLV	1 year	Yes	No	No*	Sick leave (paid) exhausted
ANP	1 year	Yes	No	No*	Miscellaneous leave (no pay)
P	1 year	No	No	No*	Maternity Leave

* Additional Information

Employees on ANP, MNP, SLV or Maternity leave may continue to participate in a City group health plan under COBRA at their own cost.

Family Care Extended Leave allows employees to use a combination of paid and unpaid leave. Employees using paid leave keep their health benefits, while employees on unpaid leave for this category are entitled to extend their coverage under COBRA at their own cost. If the leave is unpaid maternity, an employee may take up to a maximum of 5 months leave.


 Employee's Signature _____ Date 8/24/18

 Department Head Approval _____ Date 9/10/2018

 Civil Service Board Approval Date _____

 City Manager Approval Date _____

Note: Civil Service Board approval is required for leave of 5 days or more for classified employees. City Manager approval is required for leave of 5 days or more for exempt employees.

Distribution: Original to DHRM Admin, Copy to HRIS Operations, Dept., and Employee



Unpaid Leave of Absence

Print Form

Leave Type:

- FCL - Family Care Extended
- FDN - Family Death (no pay)
- MNP - Military Leave (no pay)
- SLV - Sick Leave (no pay)
- ANP - Miscellaneous (no pay)
- Paternity Leave (no pay)

Employee's Name Martha Menjivar Employee's ID 13802 Today's Date 9/13/18

Department/Division Library Employee Job Title Library Assistant

I Request: 27 Days Hours From 9/15/18 To 3/15/19
No. of Days or Hours Select Days or Hours
(every Saturday off)

Unpaid Leave Taken This Year? Yes No If yes, what type of leave _____
(Write appropriate code)

Comparison of Different Leave Types					
Leave Type	Maximum Duration	Keep Accrued Seniority?	Seniority?	Keep Health Benefits?	Other
FCL	4 mos*	Yes	No	Depends*	Comb. of paid & unpaid leave
FDN	5 days	Yes	No	Yes	Family death leave (paid) exhausted
MNP	1 year	Yes	Yes	For 5 mos*	For military training and service
SLV	1 year	Yes	No	No*	Sick leave (paid) exhausted
ANP	1 year	Yes	No	No*	Miscellaneous leave (no pay)
P	1 year	No	No	No*	Maternity Leave

* Additional Information

Employees on ANP, MNP, SLV or Maternity leave may continue to participate in a City group health plan under COBRA at their own cost.

Family Care Extended Leave allows employees to use a combination of paid and unpaid leave. Employees using paid leave keep their health benefits, while employees on unpaid leave for this category are entitled to extend their coverage under COBRA at their own cost. If the leave is unpaid maternity, an employee may take up to a maximum of 5 months leave.

Martha Menjivar 9/13/18
 Employee's Signature Date

 Civil Service Board Approval Date

[Signature] 10/3/18
 Department Head Approval Date

 City Manager Approval Date

Note: Civil Service Board approval is required for leave of 5 days or more for classified employees. City Manager approval is required for leave of 5 days or more for exempt employees.

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Unpaid Leave of Absence

Print Form

Leave Type:

- FCL - Family Care Extended
- FDN - Family Death (no pay)
- MNP - Military Leave (no pay)
- SLV - Sick Leave (no pay)
- ANP - Miscellaneous (no pay)
- Maternity Leave (no pay)

Employee's Name: Irma Moore

Employee's ID: 20819

Today's Date: 8/16/18

Department/Division: Oakland Police/Communications

Employee Job Title: Police Communications Dispatcher

Request: 18 weeks

Days Hours

From: Nov 29, 2018

To: Mar 21, 2019

No. of Days or Hours

Select Days or Hours

Unpaid Leave Taken This Year?

Yes

No

If yes, what type of leave:

(Write appropriate code)

Comparison of Different Leave Types					
Leave Type	Maximum Duration	Keep Accrued Seniority?	Accrue Seniority?	Keep Health Benefits?	Other
FCL	4 mos*	Yes	No	Depends*	Comb. of paid & unpaid leave
FDN	5 days	Yes	No	Yes	Family death leave (paid) exhausted
MNP	1 year	Yes	Yes	For 5 mos*	For military training and service
SLV	1 year	Yes	No	No*	Sick leave (paid) exhausted
ANP	1 year	Yes	No	No*	Miscellaneous leave (no pay)
P	1 year	No	No	No*	Maternity Leave

***Additional Information**

Employees on ANP, MNP, SLV or Maternity leave may continue to participate in a City group health plan under COBRA at their own cost.

Family Care Extended Leave allows employees to use a combination of paid and unpaid leave. Employees using paid leave keep their health benefits, while employees on unpaid leave for this category are entitled to extend their coverage under COBRA at their own cost. If the leave is unpaid maternity, an employee may take up to a maximum of 5 months leave.

Irma Moore 8-16-18
Employee's Signature Date

Civil Service Board Approval Date

James E. Karpf 9/17/2018
Department Head Approval Date

City Manager Approval Date

Note: Civil Service Board approval is required for leave of 5 days or more for classified employees. City Manager approval is required for leave of 5 days or more for exempt employees.

Distributions: Original to DHRM Admin, Copy to HRIS Operations, Dept., and Employee

Print Form



Unpaid Leave of Absence

Leave Type:

- FCL - Family Care Extended
- SLV - Sick Leave (no pay)
- FDN - Family Death (no pay)
- ANP - Miscellaneous (no pay)
- MNP - Military Leave (no pay)
- Maternity Leave (no pay)

Employee's Name SANTOS A ORTIZ Employee's ID 16997 Today's Date 9/18/18

Department/Division SEWERS Employee Job Title SEWER MAINTENANCE WRKR

Request: 1 year Days Hours From _____ To _____ Immediately
No. of Days or Hours Select Days or Hours

Unpaid Leave Taken This Year? Yes No OPW approves 3 months from 9/5/18 - 12/5/18
If yes, what type of leave (Write appropriate code)

Comparison of Different Leave Types					
Leave Type	Maximum Duration	Keep Accrued Seniority?	Accrue Seniority?	Keep Health Benefits?	Other
FCL	4 mos*	Yes	No	Depends*	Comb. of paid & unpaid leave
FDN	5 days	Yes	No	Yes	Family death leave (paid) exhausted
MNP	1 year	Yes	Yes	For 5 mos*	For military training and service
SLV	1 year	Yes	No	No*	Sick leave (paid) exhausted
ANP	1 year	Yes	No	No*	Miscellaneous leave (no pay)
P	1 year	No	No	No*	Maternity Leave

* Additional Information

Employees on ANP, MNP, SLV or Maternity leave may continue to participate in a City group health plan under COBRA at their own cost.

Family Care Extended Leave allows employees to use a combination of paid and unpaid leave. Employees using paid leave keep their health benefits, while employees on unpaid leave for this category are entitled to extend their coverage under COBRA at their own cost. If the leave is unpaid maternity, an employee may take up to a maximum of 5 months leave.

[Signature] 9/18/18
 Employee's Signature Date

 Civil Service Board Approval Date

[Signature] 9/27/18
 Department Head Approval Date

 City Manager Approval Date

Note: Civil Service Board approval is required for leave of 5 days or more for classified employees. City Manager approval is required for leave of 5 days or more for exempt employees.

Distribution: Original to DHRM Admin., Copy to HRIS Operations, Dept., and Employee



Unpaid Leave of Absence

Leave Type:

- FCL - Family Care Extended
- FDN - Family Death (no pay)
- MNP - Military Leave (no pay)
- SLV - Sick Leave (no pay)
- ANP - Miscellaneous (no pay)
- Parental Leave (no pay)

Employee's Name Crystal Ramie-Adams Employee's ID 12660 Today's Date 9/24/2018

Department/Division Library/Financial & Administrative Svcs Employee Job Title Management Assistant

Request: indefinite Days Hours From 11/26/2018 To indefinite
No. of Days or Hours Select Days or Hours

Unpaid Leave Taken This Year? Yes No If yes, what type of leave _____
(Write appropriate code)

Comparison of Different Leave Types					
Leave Type	Maximum Duration	Keep Accrued Seniority?	Seniority?	Keep Health Benefits?	Other
FCL	4 mos*	Yes	No	Depends*	Comb. of paid & unpaid leave
FDN	5 days	Yes	No	Yes	Family death leave (paid) exhausted
MNP	1 year	Yes	Yes	For 5 mos*	For military training and service
SLV	1 year	Yes	No	No*	Sick leave (paid) exhausted
ANP	1 year	Yes	No	No*	Miscellaneous leave (no pay)
PNP	1 year	No	No	No *	Parental Leave (no pay)

* Additional Information

Employees on ANP, MNP, SLV or PNP may continue to participate in a City group health plan under COBRA at their own cost.

Family Care Extended Leave allows employees to use a combination of paid and unpaid leave. Employees using paid leave keep their health benefits, while employees on unpaid leave for this category are entitled to extend their coverage under COBRA at their own cost. If the leave is unpaid parental, an employee may take up to a maximum of 5 months leave.

Crystal Ramie-Adams 9/24/18
 Employee's Signature Date

 Civil Service Board Approval Date

Jamie Tubak 10/3/18
 Department Head Approval Date

 City Manager Approval Date

Note: Civil Service Board approval is required for leave of 5 days or more for classified employees. City Manager approval is required for leave of 5 days or more for exempt employees.



MEMORANDUM

DATE: October 18, 2018

TO: The Honorable Civil Service Board

FROM: Jaime Pritchett
Principal Human Resource Analyst

THROUGH: Greg Preece, Human Resources Manager, Recruitment & Classification

THROUGH: Ian Appleyard, Director of Human Resources Management
Secretary to the Board

SUBJECT: Approval of Revised Classification Specification for Animal Control Supervisor

Based upon a classification review at the request of Oakland Animal Services, staff has proposed revisions to the **Animal Control Supervisor** classification specification. The classification specification was recently revised in June 2017.

Last year, the department increased the required years of experience in the Minimum Qualifications section from three (3) to five (5) years of experience in an animal welfare organization. Unfortunately, the higher experience requirement has resulted in fewer eligible applicants. The additional years of experience requirement has been reevaluated and the department is opting to return this requirement to the level prior to June 2017. The revised experience requirement will read as follows:

Three (3) years of progressively responsible Animal Control Officer experience. Lead or supervisory experience is highly desirable

There is one vacancy. The revised specification will be used to initiate a recruitment and selection process in the near future.

The International Federation of Professional and Technical Engineers (IFPTE, Local 21) was notified of the proposed classification specification revisions. City staff and union representatives met on September 20, 2018. In an email dated September 27, 2018, the union confirmed that they have no objections to the proposed revisions.

The Port does not operate any animal services programs. Therefore, classifications specifically designed for that program have no corresponding classification at the Port. This classification is not being considered as part of the "Common Class" Project that is currently underway.

Staff recommends that the Civil Service Board approve the proposed revisions to the **Animal Control Supervisor** classification specification.

Attachments: Revised draft Animal Control Supervisor classification specification.



ANIMAL CONTROL SUPERVISOR

Class Code: SC103

Civil Service Classified

DEFINITION

Under general supervision, plans, directs, and evaluates the activities of the Animal Control Division of Oakland Animal Services in accordance with State and local codes, laws, and ordinances, including but not limited to restraint, licensing, vaccination, impoundment, care, and quarantine of animals; and assists in the development and implementation of programs on responsible animal care and ownership.; and performs related duties as assigned

DISTINGUISHING CHARACTERISTICS

This is a supervisory classification in the animal control division. The incumbent is a working supervisor who has responsibility for daily oversight of Animal Control Officers. It is distinguished from the Animal Control and Shelter Manager, which has responsibility for responsibility for the administration of program services and daily operations for the Oakland Animal Shelter. It is further distinguished from the Animal Control Officer, which is responsible for enforcing animal control ordinances and providing care for captured animals.

The incumbent receives general supervision from the Animal Control and Shelter Manager, and provides supervision to Animal Control Officers.

EXAMPLES OF DUTIES - *Duties may include, but are not limited to the following:*

Plan, direct, and evaluate activities of the Animal Control Division including licensing, impounding, placing, and treating animals in a humane manner.

Train and evaluate subordinate staff and assure that stray animals are humanely handled, confined, and transported to the shelter for impoundment, and that first aid is administered when necessary.

Enforce state and local animal control and care laws and ordinances; oversee and monitor criminal and administrative investigations related to animal welfare

Develop and teach educational programs for the public regarding proper animal care and animal control.

Interface with the public and other agencies regarding animal control issues.

Maintain fiscal control of incoming revenue.

Promote and enforce safe work practices.

Assist in the preparation of the section budget.

Monitor a section budget, including ensuring appropriate inventory of functional field supplies and equipment

Prepare reports of a complex or technical nature.

Maintain records regarding animal control, both in written and computerized form

Evaluate requests for service, including complaints about the care, treatment, and control of animals; establish priorities and direct appropriate responses.

Maintain communication with field officers via two-way radio according to Federal Communications Commission (FCC) regulations, monitor the officers' safety, and take appropriate action when problems arise.

Maintain appropriate personnel coverage for emergency situations throughout the city on a 24-hour per day basis.

Drive to various locations in a timely manner as required in the performance of duties.

May be called upon to perform the functions of an Animal Control Officer, including standby duty, according to operational needs.

Respond to and assist Animal Control Officers on both routine and/or complex calls for service.

KNOWLEDGE AND ABILITIES

Knowledge of:

- Physical and behavioral characteristics of domesticated animals and familiarity with wildlife.
- Methods and practices involved in animal control and care.
- State and local codes and regulations regarding animal control and care.
- Principles and practices of management, supervision and training.
- Safety principles, practices and procedures.
- Procedures of humane animal euthanasia.
- Public speaking principles and practices.
- Public contact and community relations.
- Budget monitoring and oversight.
- Basic bookkeeping/accounting.
- Investigatory processes and procedures.
- Computer systems and software applications.
- Operation of radio equipment.

Ability to:

- Plan, direct and evaluate animal control operations.
- Promote and enforce safe work practices.
- Interpret state and local codes and regulations pertaining to animal control and care.
- Handle stressful or sensitive situations with tact and diplomacy.
- Communicate effectively in both oral and written form.
- Prepare and maintain fiscal records including revenue control.
- Monitor a section budget.

- Prepare and analyze reports of a general or technical nature.
- Utilize a computer and software applications.
- Utilize radio equipment according to Federal Communications Commission (FCC) Regulations.
- Safely operate and drive Animal Control Vehicles to various locations in a timely manner as required in the performance of duties.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.

MINIMUM QUALIFICATIONS

Any combination of education and experience that is equivalent to the following minimum qualifications is acceptable.

Education:

High school diploma or equivalent.

Experience:

~~Five (5) years of progressively responsible work experience in an animal welfare organization, with at least three (3) years of progressively responsible Animal Control Officer experience that is comparable to an Animal Control Officer in the City of Oakland.~~
 Three (3) years of progressively responsible Animal Control Officer experience that is comparable to an Animal Control Officer in the City of Oakland.
 Lead or supervisory experience is highly desirable.

LICENSE OR CERTIFICATE

Individuals who are appointed to this position will be required to maintain a valid California Driver's License throughout the tenure of employment.

OTHER REQUIREMENTS

Must be twenty-one (21) years of age.

Must meet California Peace Officer Standards and Training based on California Penal Code 832 within the probationary period.

Must pass a thorough background investigation.

DEPT. OF HUMAN RESOURCES MANAGEMENT USE ONLY			
Established:	04/22/1993	CSB Resolution #:	44208
Exempted:	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	Exemption Resolution #:	
Revision Date:	06/15/2017	CSB Resolution #:	44852
Re-titled Date:	/ /	CSB Resolution #:	
		Salary Ordinance #:	
(Previous title(s):)			



MEMORANDUM

DATE: October 18, 2018

TO: The Honorable Civil Service Board **FROM:** Jaime Pritchett
Principal Human Resource Analyst

THROUGH: Greg Preece, Human Resources Manager, Recruitment & Classification

THROUGH: Ian Appleyard, Director of Human Resources Management
Secretary to the Board

SUBJECT: Approval of Revised Classification Specifications for Gardener II, Gardener Crew Leader, and Park Equipment Operator

Based upon a classification review at the request of the Oakland Public Works (OPW) Department, staff has proposed revisions to the **Gardener II, Gardener Crew Leader, and Park Equipment Operator** classification specifications. The classifications were last revised in October 2013.

Five years ago, OPW was engaged in efforts to update classifications to reflect work currently being performed, changes in the related industries, and changes in technology and equipment. This included the addition of required college coursework in horticulture, landscape horticulture or a related field (two to four college courses each depending on level of the classification). Unfortunately, the coursework requirement has inadvertently resulted in fewer eligible applicants. Following several difficult recruitment cycles, OPW reevaluated the college coursework requirement and is opting to modify this requirement. Despite this shift, the department will still encourage current and future employees to obtain the coursework in horticulture or landscape horticulture because of how valuable the knowledge and expertise is to staff in delivering services to the community.

In each case, only the Education section of the Minimum Qualifications is being modified. Any presently required college courses will now become “highly desirable.” The coursework will no longer be required by applicants.

There is presently one vacancy each in the Gardener II and Park Equipment Operator classifications. The revised classification specifications will be used to initiate recruitment and selection processes.

The Service Employees International Union (SEIU, Local 1021) was notified of the proposed classification specification revisions. City staff and union representatives met on September 17, 2018 to discuss the proposed changes and potential impacts. During the meeting, the union voiced their support of these changes but intended to further discuss the proposed revisions with their members. The union confirmed by telephone on September 26, 2018 that they have no objections to the proposed revisions.

Additionally, no determination has been rendered regarding the “common class” status of these classifications. The "Common Class" Project is currently underway, and more information will be available at a later date.

CIVIL SERVICE BOARD

Subject: Gardener II, Gardener Crew Leader, and Park Equipment Operator Classification Specifications

Date: October 18, 2018

Page 2

Staff recommends that the Civil Service Board approve the proposed revisions to the **Gardener II, Gardener Crew Leader, and Park Equipment Operator** classification specifications.

Attachments: Revised draft Gardener II, Gardener Crew Leader, and Park Equipment Operator classification specifications.



GARDENER II

Class Code: TR142 FTE

Civil Service Classified

DEFINITION

Under general supervision in the Public Works Agency, uses a full range of technical skills to perform a variety of garden maintenance duties for City parks and landscaped areas, including planting, transplanting, propagating and staking trees, shrubs and flowers; keep assigned grounds clean and attractive; and perform related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Gardener II is a journey level classification in the Gardener series. This is a classification whose incumbents perform gardening tasks which require the exercise of independent judgment and skilled gardening knowledge. This class is distinguished from the lower level Gardener I in that Gardener II performs tasks of a higher complexity. This class is distinguished from the higher level Gardener Crew Leader in that Gardener Crew Leaders either direct a small crew or perform gardening and horticultural assignments of the highest complexity.

Receives general supervision from the Park Supervisor I. May receive technical or lead direction from the Gardener Crew Leader or other supervisory staff. May provide technical or lead direction to Gardener Is or Park Attendants.

EXAMPLES OF DUTIES - *Duties may include, but are not limited to the following:*

Plant and maintain annual ground covers, trees, shrubs, flowers and turf.

Prune and trim shrubs and hedges; trim trees up to six feet from ground; cut and remove weeds; rake and clear grounds; mow and edge turf areas in parks and grounds.

Apply pesticide and fertilizer to turf and plants; determine appropriate spraying dosages; record spray and pesticide use.

Plan or assist in planning landscaping and irrigation systems; perform minor repair to sprinkler lines and valves; replace broken irrigation heads; adjust irrigation heads.

Check turf area for watering problems and program irrigation system controllers (including hand-held remotes and computer-based central controllers).

Perform heavy manual labor excavating and leveling earth with hand tools.

Weed lawn and planted areas.

Set traps for rodents and pests.

Drive a light truck; operate mowers (including push mowers, riding mowers and stand-on mowers), sprayers, rototiller and pumps.

Clear out lines and catch basins; pick up litter; clean walkways, paths and tennis courts; load and unload soil and other materials; transport trash to dump.

Secure parks; inform the public about plant identification and care.

KNOWLEDGE AND ABILITIES

Knowledge of:

- Safe work procedures.
- Methods and materials used in landscape and park maintenance.
- Use of hand tools and maintenance equipment.
- Soil fertility and structure.
- Pesticides, insecticides, fungicides and fertilizers and their application; weed control and abatement herbicides.
- Methods and techniques of planting, transplanting, cultivating, pruning and maintaining a variety of lawn, ground cover, shrubs, hedges and trees; methods and techniques of plant propagation, seeding, tree planting, plant growth and identification.
- Basic mathematics.
- Computer systems and applications, e.g. Calsense and CityWorks.
- Use of power and hand tools, and other gardening and landscape maintenance equipment.
- Minor irrigation system repairs and adjustments.

Ability to:

- Recognize insect infestation and disease.
- Operate trucks, mowers (including push mowers, ride-along mowers and stand-on mowers), hand and power tools, and other equipment.
- Perform work that requires physical strength and agility in various weather conditions.
- Follow oral and written directions.
- Use a personal computer, mouse and keyboard. Perform data entry into computerized work management system. Perform simple arithmetical calculations used in measurement, preparation, and application of fertilizing products.
- Prepare brief, accurate oral and written reports relating to work performed.
- Use independent judgment and initiative in daily work activities.
- Establish and maintain effective work relationships with those contacted in the performance of required duties including community members and court assignees.
- Read and comprehend printed materials including power equipment manuals, Material Safety Data Sheets (MSDS) and applications of potentially toxic chemicals.

MINIMUM QUALIFICATIONS

Any combination of education and experience that is equivalent to the following minimum qualifications is acceptable.

Education:

Equivalent to the completion of the twelfth grade, ~~plus successful completion of t~~Two (2)

college level horticulture courses (6 units) such as; “Introduction to Landscape Horticulture”, ~~and~~ “Plant Identification”; or their equivalent are highly desirable.

Experience:

One year of work experience comparable to Gardener I in the City of Oakland **OR** two (2) years of comparable responsible landscape gardening or park maintenance experience. College course work in horticulture may be substituted on a year for year basis.

LICENSE OR CERTIFICATE

Possession of a valid California Driver's License.

OTHER REQUIREMENTS

Possession of a Qualified Applicator Certificate desirable.

Must possess sufficient strength and stamina to lift and carry equipment weighing up to fifty (50) pounds.

DEPT. OF HUMAN RESOURCES MANAGEMENT USE ONLY				
Established:	08/13/1992	CSB Resolution #:	44266	Salary Ordinance #:
Exempted:	Y <input type="checkbox"/> N <input type="checkbox"/>	Exemption Resolution #:		
Revision Date:	10/17/2013	CSB Resolution #:	44662	
Revision Date:	10/14/1993	CSB Resolution #:	44294	
Re-titled Date:	/ /	CSB Resolution #:		Salary Ordinance #:
(Previous title(s):)			



GARDENER CREW LEADER

Class Code: TR140 FTE

Civil Service Classified

DEFINITION

Under general supervision in the Public Works Agency or the Office of Parks & Recreation, uses a full range of technical skills to serve as a mobile crew leader performing a variety of grounds maintenance duties in City facilities and City landscaped areas; direct a small crew which performs grounds maintenance at a number of different ball fields; or may be assigned to perform a variety of complex gardening and horticultural assignments at a specific City park, and perform related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Gardener Crew Leader is a dual concept class. Incumbents in this class may be assigned as mobile crew leaders responsible for directing a small crew which performs grounds maintenance at a number of different parks or, may be assigned to perform more complex gardening and horticultural assignments at a specific City park. This class is distinguished from the lower level Gardener II in that the Gardener Crew Leader either directs a small crew or performs complex gardening and horticultural assignments. It is distinguished from the higher level Park Supervisor I which is a first level supervisory class that organizes, directs and implements park maintenance programs and handles complaints.

Receives general supervision from a Park Supervisor I and may provide technical or lead direction to Gardener Is or IIs, Park Attendants, volunteers and court-assigned personnel.

EXAMPLES OF DUTIES - *Duties may include, but are not limited to the following:*

Direct and assign the work of a crew of one or more subordinate staff or court assignees; assist in scheduling use of vehicle and equipment; train assigned personnel; transport personnel to and from project site; determine on-site work schedules.

Perform the more complex gardening and horticulture assignments such as, maintenance of roses, flower beds, greens and other flora; perform basic landscape design; make floral displays; propagate, transplant and care for annual and perennial flowers; diagnose garden diseases and pest problems and specify treatment for eradication or prevention.

Perform ball field maintenance such as preparing fields for ball games, repairing broken equipment; removing weeds, raking and clearing grounds, mowing and edging turf areas in parks; develop ball field preparation schedules; perform work that requires physical strength; work in inclement weather conditions.

Prune and trim shrubs, hedges, and trees; cut and remove weeds; rake and clear ground; mow and edge turf areas in park; plant ground covers, trees, shrubs and flowers; maintain soil; identify, diagnose and treat plant problems and diseases.

Clear out drain lines and catch basins; pick up litter, clean tot-lots, walkways, paths, basketball and tennis courts; load and unload soil, sand and other materials; transport trash and debris.

Apply pesticides and fertilizer to turf and plants; determine appropriate spraying dosages; record spray and pesticide use; clean and service spray equipment.

Perform minor repair to sprinkler lines and valves; replacing broken irrigation heads; adjusting irrigation heads. Check turf area for watering problems and program irrigation system controllers, hand-held remotes, and computer-based central controllers.

Set traps for rodents and pests.

Inspect and service tools and equipment.

KNOWLEDGE AND ABILITIES

Knowledge of:

- Methods and materials used in landscape maintenance.
- Methods and materials used in ball field maintenance.
- Soil fertility and structure.
- Pesticides, herbicides, insecticides, fungicides and fertilizers and their application; weed control and abatement techniques.
- Methods and techniques of planting, transplanting, cultivating, pruning and maintaining a variety of lawn, ground cover, shrubs, hedges and trees; methods and techniques of plant propagation, seeding, tree planting, plant growth and identification.
- Basic mathematics.
- Computer systems and applications.
- Use of power and hand tools, and other gardening and landscape maintenance equipment.
- Minor irrigation system repairs and irrigation controller adjustments.
- Safe work procedures including use of recycled water.

Ability to:

- Direct and train assigned personnel including community members and court assignees.
- Identify plant, tree and weed species.
- Program and troubleshoot irrigation controllers.
- Determine appropriate amount of fertilizer.
- Detect insect infestation, disease, and conditions leading to plant failure.
- Perform work requiring physical strength and agility in various weather conditions.
- Operate trucks, various types of mowers (push mowers, ride-along mowers, stand-on mowers), power and hand tools, and other equipment.
- Read and comprehend printed materials including power equipment manuals, Material Safety Data Sheets (MSDS) and applications of potentially toxic chemicals.

- Use a personal computer, mouse and keyboard. Perform data entry into computerized work management system.
- Perform simple arithmetical calculations used in measurement, preparation, and application of fertilizing products.
- Prepare brief, accurate oral and written reports relating to work performed.
- Perform work that requires physical strength and agility in various weather conditions.
- Use independent judgment and initiative in daily work activities.
- Follow oral and written directions.
- Read and understand blue prints and irrigation systems.
- Establish and maintain effective work relationships with those contacted in the performance of required duties including community, volunteers and court assignees.

MINIMUM QUALIFICATIONS

Any combination of education and experience that is equivalent to the following minimum qualifications is acceptable.

Education:

Equivalent to the completion of the twelfth grade. ~~In addition, incumbents must have successfully completed f~~Four (4) college level horticulture courses (12 units) such as; “Introduction to Landscape Horticulture₁”; “Plant Identification₂”; “Weed Identification₂”; ~~and~~ “Irrigation Repair”; or their equivalent are highly desirable.

Experience:

Two (2) years of experience as Gardener II in the City of Oakland, **OR** three (3) years of comparable responsible landscape gardening or park maintenance experience. Possession of an AA degree in horticulture may be substituted for two (2) years of comparable experience.

LICENSE OR CERTIFICATE

Possession of a valid California Driver's License.

Possession of a Qualified Applicator Certificate is preferred.

OTHER REQUIREMENTS

Must possess sufficient strength and stamina to lift and carry equipment weighing up to fifty (50) pounds.

Depending on nature of assignment, candidates who receive offers of employment may be required to pass a thorough background investigation, submit fingerprints, undergo a criminal record clearance, and have a physical examination including a TB screening if the assignment requires working in proximity to children or vulnerable populations.

DEPT. OF HUMAN RESOURCES MANAGEMENT USE ONLY

Established: 2/8/1996 CSB Resolution #: 44251 Salary Ordinance #:
Exempted: Y N Exemption Resolution #:

Revision Date: 10/17/2013 CSB Resolution #: 44662
Re-titled Date: / / CSB Resolution #: Salary Ordinance #:

(Previous title(s): Gardener III)



PARK EQUIPMENT OPERATOR

TR162 FTE

Civil Service Classified

DEFINITION

Under general supervision, operates various types of equipment used for athletic field and park maintenance programs; operates all equipment necessary for completion of landscape construction projects; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Park Equipment Operator is a journey classification where incumbents are responsible for operating and transporting equipment for turf maintenance and construction projects. This class is distinguished from the higher level Park Supervisor I in that the latter performs a variety of supervisory tasks involving park maintenance and horticultural work.

Receives general supervision from a Parkland Resources Supervisor, Park Supervisor I, or Park Supervisor II and may provide technical direction to assigned personnel.

EXAMPLES OF DUTIES - *Duties may include, but are not limited to the following:*

Assist with a variety of maintenance and construction duties necessary to maintain park grounds, including mowing, trenching, grading, seeding, fertilizing, spraying agricultural chemicals and aerating.

Operate turf mowing equipment, including triplex mower and self-propelled rotary mower.

Operate tractor-operated or tractor-powered turf maintenance equipment, including verticutter, flail mower, seeder, aerator, top-dress spreader, sprayer, vacuum, trencher, fertilizer spreader, rototiller, box-type grader and drag attachments.

Operate motorized vehicles weighing in excess of 26,000 pounds; power loader, grader, backhoe, bulldozer, trencher and 10-yard dump truck and trailer (up to 9,999 pounds) required to transport construction equipment.

Perform landscape construction function including grading, spreading materials, earthmoving, back-filling, trenching, rototilling, soil ripping and use of auger.

Maintain and inspect assigned equipment; clean lubricate, check fluid levels, adjust mower blades for height and closeness of cut, set mowing heights according to equipment manual directions, service and inspect tools and equipment for safety and mechanical defects.

Transport personnel and equipment to and from project sites; operate, load and unload trucks and trailers.

Respond to service requests from the public.

KNOWLEDGE AND ABILITIES

Knowledge of:

- Grounds maintenance and landscape construction principles and procedures and related equipment.

- Methods to operate, maneuver, adjust and maintain turf maintenance and park construction equipment, including tractors and attachments, gang-mowers, power loaders, backhoes, bulldozers, trenchers, trucks and trailers.
- Safe work practices; and public contact skills.

Ability to:

- Operate a variety of landscape construction equipment.
- Operate, maneuver, adjust and maintain turf maintenance and park construction equipment, including skid steer loaders, tractor and attachments, self-propelled rotary mower up to 192 inch (16') width, power loader, backhoe, bulldozer, trencher up to 12 inch width, truck and trailer.
- Operate a personal computer, keyboard, and mouse; perform data entry into computerized work management system.
- Follow procedures in safe handling of equipment.
- Follow oral and written instructions.
- Establish and maintain effective work relationships with those contacted in the performance of required duties, including community members and court assignees.

MINIMUM QUALIFICATIONS

Any combination of education and experience that is equivalent to the following minimum qualifications is acceptable.

Education:

Equivalent to the completion of the twelfth grade, ~~plus successful completion of two (2)~~ courses (6 units) of college level coursework in landscape horticulture or related field (e.g., Introduction to Landscape Horticulture, Turf Maintenance, or their equivalent) is highly desirable~~required~~.

Experience:

Two (2) years of experience in the performance and operation of grounds/turf maintenance and/or park construction equipment.

LICENSE OR CERTIFICATE

Possession of a California Qualified Pesticide Applicators' Certificate is desirable.

New hires must possess a valid California Driver's License, Class B, and maintain throughout employment with the City of Oakland. License requirements are subject to changes in State and Federal law, and the City of Oakland must comply with mandated changes at all times.

DEPT. OF HUMAN RESOURCES MANAGEMENT USE ONLY			
Established:	8/13/1992	CSB Resolution #:	44266
Exempted:	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	Exemption Resolution #:	
Revision Date:	10/17/2013	CSB Resolution #:	44662
Revision Date:	3/11/2010	CSB Resolution #:	44340
Re-titled Date:	/ /	CSB Resolution #:	Salary Ordinance #:
(Previous title(s): n/a)			

Date: September 20, 2018
OPEN SESSION 5:30 p.m.

City Hall, One Frank H. Ogawa Plaza, Hearing Room 1

BOARD MEMBERS: Chair, Andrea Gourdine; Vice Chair, David Jones (Absent); Lauren Baranco; Yvonne Hudson-Harmon; Christopher Johnson (Absent); Carmen Martinez; Beverly A. Williams

STAFF TO THE BOARD: Ian Appleyard, HRM Director/Secretary to the Board
Greg Preece, HRM Manager/Staff to the Board
Tabitha Pulliam, HRM Technician/Staff to the Board
Michelle Meyers, Senior Deputy City Attorney

OPEN SESSION AGENDA

ROLL CALL

1) OPEN FORUM:

- Jeffrey Haymon – SEIU 1021
- Updates: Secretary to the Board – Routine HR Updates
- Chair, Andrea Gourdine

Notes: Chair Gourdine requested that the Secretary to the Board provide an informational report to the Board comparing common HR classifications between the City and the Port in advance of the Koff and Associates Common Class update report scheduled for the December meeting. Chair Gourdine requested that salary information be included in all common class reports submitted to the Board. Chair Gourdine requested a copy of the transfer agreement between the City and the Port and a copy of the Koff & Associates contract.

2) CONSENT CALENDAR:

- a) Approval of Employee Requests for Leave of Absence
 - Oakland Police Department
 - Oakland Fire Department
 - Human Services Department
 - Library
- b) Approval of Revised Classification Specification
 - Early Head Start Instructor

44903 A motion was made by Board Member Williams and seconded by Board Member Martinez to approve the Requests for Leave of Absence and the Revised Classification Specification. The motion passed unanimously.

Votes: Board Member Ayes: 5 – Gourdine, Baranco, Hudson-Harmon, Martinez, Williams

Board Member Noes: None
Board Member Abstentions: None
Board Members Absent: Johnson, Jones

3) OLD BUSINESS:

a) Approval of August 16, 2018 Civil Service Board Meeting Minutes

Note: Approval of the August 16, 2018 Board Meeting Minutes will be held over to the Board Meeting in October due to lack of majority vote.

b) Approval of the July 19, 2018 Civil Service Board Meeting Minutes

44904 A motion was made by Board Member Hudson-Harmon and seconded by Board Member Baranco to approve the July 19, 2018 Civil Service Board Meeting Minutes. The motion passed.

Votes: Board Member Ayes: 4 – Gourdine, Baranco, Hudson-Harmon, Martinez,

Board Member Noes: None
Board Member Abstentions: Williams
Board Members Absent: Johnson, Jones

c) Determination of Schedule of Outstanding Board Items

Report received and filed

d) Informational Report on the Status of Temporary Assignments for Temporary Contract Service Employees (TCSEs) and Exempt Limited Duration Employees (ELDEs) Including a Report of the Names, Hire Dates, and Departments of all ELDEs and TCSEs in Accordance with the Memorandum of Understanding Between the City and Local 21

Report received and filed

4) NEW BUSINESS:

a) Approval of New Classification Specification for Head Start/Early Head Start Assistant Instructor

44905 A motion was made by Board Member Williams and seconded by Board Member Baranco to approve the New Classification specification for Head Start/Early Head Start Assistant Instructor. The motion passed unanimously.

Votes: Board Member Ayes: 5 – Gourdine, Baranco, Hudson-Harmon, Martinez, Williams

Board Member Noes: None
Board Member Abstentions: None
Board Members Absent: Johnson, Jones

b) Approval of New Classification Specification for Clean Community Supervisor

44906 A motion was made by Board Member Martinez and seconded by Board Member Hudson-Harmon to approve the New Classification Specification for Clean Community Supervisor. The motion passed unanimously.

Votes: Board Member Ayes: 5 – Gourdine, Baranco, Hudson-Harmon, Martinez, Williams

Board Member Noes: None
Board Member Abstentions: None
Board Members Absent: Johnson, Jones

c) 6.05 – Appeal of Removal or Demotion of Employee During the Probationary Period PORT-2018-AP01 (R. Arguello).

Note: The Appeal, PORT-2018-AP01, has been rescheduled to the October 18, 2018 meeting at the request of the Secretary to the Board.

d) 3.02 – Appeal of Classification of Positions HRM-2018-AP01 (K. McNab).

44907 A motion was made by Board Member Hudson-Harmon and seconded by Board Member Martinez to deny the appeal submitted by Mr. Ken McNab regarding the placement of the Police Communications Dispatcher, Senior in Local 21 vs. Local 1021, and to establish that the Board does not have jurisdiction over the matter.

Votes: Board Member Ayes: 5 – Gourdine, Baranco, Hudson-Harmon, Martinez, Williams

Board Member Noes: None
Board Member Abstentions: None
Board Members Absent: Johnson, Jones

5) ADJOURNMENT

NOTE: The Civil Service Board meets on the 3rd Thursday of each month. The next meeting is scheduled to be held on Thursday, October 18, 2018. All materials related to agenda items must be submitted by Thursday, October 4, 2018. For any materials over 100 pages, please also submit an electronic copy of all materials.

Submit items via email or U.S. Mail to:

City of Oakland - Civil Service Board
150 Frank H. Ogawa Plaza, 2nd floor
Oakland, CA 94612
civilservice@oaklandca.gov



Do you need an ASL, Cantonese, Mandarin or Spanish interpreter or other assistance to participate? Please email civilservice@oaklandca.gov or call (510) 238-3112 or (510) 238-3254 for TDD/TTY five days in advance.

¿Necesita un intérprete en español, cantonés o mandarín, u otra ayuda para participar? Por favor envíe un correo electrónico civilservice@oaklandca.gov o llame al (510) 238-3112 o al (510) 238-3254 Para TDD/TTY por lo menos cinco días antes de la reunión. Gracias.

你需要手語, 西班牙語, 粵語或國語翻譯服務嗎? 請在會議前五個工作天電郵 civilservice@oaklandca.gov 或致電 (510) 238-3112 或 (510) 238-3254 TDD/TTY

Date: August 16, 2018

OPEN SESSION 5:30 p.m.

City Hall, One Frank H. Ogawa Plaza, Hearing Room 1

BOARD MEMBERS: Chair, Andrea Gourdine; Vice Chair, David Jones (Absent); Lauren Baranco (Absent); Yvonne Hudson-Harmon; Christopher Johnson; Carmen Martinez (Absent); Beverly A. Williams

STAFF TO THE BOARD: Ian Appleyard, HRM Director/Secretary to the Board (Absent)
Greg Preece, HRM Manager/Staff to the Board
Tabitha Pulliam, HRM Technician/Staff to the Board
Michelle Meyers, Senior Deputy City Attorney

OPEN SESSION AGENDA

ROLL CALL

1) OPEN FORUM:

- **Jeffrey Haymon – SEIU 1021**
- **Updates: Secretary to the Board (None)**

2) CONSENT CALENDAR:

- a) Ratification of Provisional Appointment
 - Health and Human Services Program Planner (2)
- b) Approval of Employee Requests for Leave of Absence
 - Public Ethics
 - Housing & Community Development
 - Police Department
 - Transportation
- c) Approval of Revised Classification Specification
 - Manager, Capital Improvement Program
 - Environmental Enforcement Officer (Litter/Nuisance Enforcement Officer)

44901 A motion was made by Board Member Williams and seconded by Board Member Hudson-Harmon to approve the Ratification of Provisional Appointments, Requests

for Leave of Absence and the Revised Classification Specifications. The motion passed unanimously.

Votes: Board Member Ayes: 4 – Gourdine, Hudson-Harmon, Johnson, Williams
Board Member Noes: None
Board Member Abstentions: None
Board Members Absent: Baranco, Jones, Martinez

3) OLD BUSINESS:

- a) Approval of July 19, 2018 Civil Service Board Meeting Minutes

Note: Approval of the July 19, 2018 Board Meeting Minutes will be held over to the Board Meeting in September due to lack of majority vote.

Votes: Board Member Ayes: –
Board Member Noes: None
Board Member Abstentions: None
Board Members Absent: Baranco, Jones, Martinez

- b) Determination of Schedule of Outstanding Board Items

Report received and filed

- c) Informational Report on the Status of Temporary Assignments for Temporary Contract Service Employees (TCSEs) and Exempt Limited Duration Employees (ELDEs) Including a Report of the Names, Hire Dates, and Departments of all ELDEs and TCSEs in Accordance with the Memorandum of Understanding Between the City and Local 21

Report received and filed

4) NEW BUSINESS:

- a) Update on Common Classification Study – Koff & Associates

Report received and filed

44902 A motion was made by Board Member Williams and seconded by Board Member Johnson to adjourn the August 16, 2018 Civil Service Board Meeting.

Votes: Board Member Ayes: 4 – Gourdine, Hudson-Harmon, Johnson, Williams
Board Member Noes: None

Board Member Abstentions: None
Board Members Absent: Baranco, Jones, Martinez

5) ADJOURNMENT

NOTE: The Civil Service Board meets on the 3rd Thursday of each month. The next meeting is scheduled to be held on Thursday, September 20, 2018. All materials related to agenda items must be submitted by Thursday, September 6, 2018. For any materials over 100 pages, please also submit an electronic copy of all materials.

Submit items via email or U.S. Mail to:

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150 Frank H. Ogawa Plaza, 2nd floor
Oakland, CA 94612
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**CIVIL SERVICE BOARD
 APPEALS & HEARINGS CALENDAR
PENDING LIST – October 18, 2018**

1. OPEN

Case Number	Classification	Dept.	Action Pending	Hearing Date	Notes/Next Steps
PORT-2018-AP01	Airport Operations Specialist	PORT	6.05 - Appeal of Probationary Removal/Demotion	October 18, 2018	OPEN SESSION

2. OTHER PENDING ITEMS

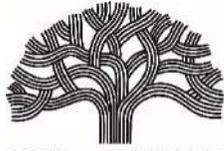
Date Requested	Subject	Report From	Date Due

3. CLOSED

Case Number	Classification	Dept.	Action Pending	Date Received	Notes

4. UNDER REVIEW

Case Number	Classification	Dept.	Action Pending	Action Date	Notes



CITY OF OAKLAND

STAFF REPORT

DATE: October 18, 2018

TO: THE HONORABLE CIVIL SERVICE BOARD

FROM: Greg Preece, HR Manager, Staff to the Board

THROUGH: Ian Appleyard, HR Director, Secretary to the Board

SUBJECT: TEMPORARY EMPLOYEES – Informational Report on the Status of Temporary Assignments for Temporary Contract Service Employees (TCSEs) and Exempt Limited Duration Employees (ELDEs) Including a Report of the Names, Hire Dates, and Departments of All ELDEs and TCSEs in Accordance with the Memorandum of Understanding Between the City and Local 21

SUMMARY

Staff has prepared this report to provide the Civil Service Board with an update on compliance with the Civil Service Rules related to temporary employees since the last report at the September 20, 2018 meeting that referenced data as of August 24, 2018. This report focuses on temporary employees in the categories of Exempt Limited Duration Employees (ELDEs) and Temporary Contract Service Employees (TCSEs), who are currently employed in the City of Oakland.

As of September 21, 2018, there are a total of sixty (60) employees in the TCSE (18), TCSE/Annuitant (33), and ELDE (9) categories. Six (6) assignments were closed, and eight (8) new assignments were added. Of the total, there are zero (0) assignments reported as non-compliant with Rule 5.06.

Reports showing all the temporary assignments discussed in this report are included in a list (*Attachment A*) and a chart of trends (*Attachment B*) attached to this narrative report to provide a snapshot of the overall changes month to month.

BACKGROUND

The use of temporary employees is allowed under Civil Service Rule 5 (Certification and Appointment) in recognition that standard Civil Service employment practices can be cumbersome when a time-sensitive assignment arises or existing resources do not fit a specific need. Pursuant to the Civil Service Rules, Section 5.06 governing temporary assignments, ELDE assignments may not exceed one year and TCSE assignments may not be “ongoing or repetitive.”

STATUS OF NONCOMPLIANT ASSIGNMENTS

Of the total sixty (60) temporary assignments, we are reporting zero (0) in this period as out of compliance with Rule 5.06.

RECOMMENDATION

Staff recommends that the Civil Service Board accept the monthly report on temporary assignments for Temporary Contract Service Employees (TCSEs) and Exempt Limited Duration Employees (ELDEs).

For questions regarding this report, please contact Greg Preece, Recruitment & Classification at (510) 238-7334.

Attachments:

- A. TCSE/ELDE Report: For Payroll Reporting September 21, 2018.
- B. TCSE/ELDE Compliance Trend Chart: As of September 21, 2018.

**CIVIL SERVICE BOARD
OCTOBER 2018 MONTHLY REPORT OF TCSE/ELDE ASSIGNMENTS**

DEPT	LAST_NAME	FIRST_NAME	ORG	JOB_DATE	TYPE	HOURS	NOTES	STATUS
CLOSED THIS PERIOD (6)								
DEPT. OF TRANSPORTATION	Karl	Elliot	35211 - OakDOT	10/7/2017	ELDE		Spec under development for Transportation Planner series; duties not yet fully defined.	SEPARATED
HOUSING & COMMUNITY DEV.	Leshin	Maryann	89919 - Department of Housing & Community Development	2/13/2018	TCSE	269	Deputy Director - urgent need to fill position with exceptional duties that cannot be accomplished with current staffing level.	PERMANENT
LIBRARY	Anderson	Susan	61511 - African American Museum & Library	10/21/2017	ELDE		Temporary Appointment to meet public service commitments and requirements of serving the AAMLO community pending National recruitment.	SEPARATED
POLICE	Gatke	James	102121 - Property Section	10/9/2017	ELDE		Police Property Specialist Spec under revision; duties not yet fully defined.	SEPARATED
POLICE	Hill	Barbara	103310 - Communications Unit	2/2/2015	TCSE/ Annuitant	42	Retired Dispatcher providing intermittent emergency coverage.	SEPARATED
POLICE	Smith	Phyliss	103310 - Communications Unit	7/20/2015	TCSE/ Annuitant	38	Retired Dispatcher providing intermittent emergency coverage.	SEPARATED
NEW THIS PERIOD (8)								
CITY ADMINISTRATOR	Dyckoff	Howard	02111 - Administration Unit	9/27/2017	TCSE	0	Temporary project: Oakland Design League - to build the City's new website.	COMPLIANT
DEPT. OF TRANSPORTATION	Ortiz	Julieth	35211 - Great Streets Delivery Administration	8/11/2018	ELDE		Spec under development for Transportation Planner series; duties not yet fully defined.	COMPLIANT
FIRE DEPARTMENT	Fairley Summers	Helen Marie	20241 - Fire Communications Unit	8/11/2018	TCSE/ Annuitant	100	Temporary assistance to train new Fire Communication Dispatchers and special project related to on-boarding and training	COMPLIANT
HOUSING & COMMUNITY DEV.	Henderson	Troy	89939 - Minicipal Lending	8/11/2018	TCSE	210	Temporary assignment to cover the duties of employee out on leave	COMPLIANT
PUBLIC WORKS	Hernandez	Raul	30244 - Sanitary Sewer Design	8/11/2018	TCSE	224	Temporary assignment to assist with the City's Private Sewer Lateral (PSL) program.	COMPLIANT
PUBLIC WORKS	Ogbamichael	Lettebrhan	30121 - PWA Admin/Fiscal Services	8/11/2018	TCSE/ Annuitant	106	Temporary assignment to cover the duties of employees out on leave	COMPLIANT
PUBLIC WORKS	Tsang	Diana	30121 - PWA Admin/Fiscal Services	9/8/2018	TCSE	67	Temporary assignment to cover the duties of employees out on leave	COMPLIANT
PUBLIC WORKS	Vargas	Abel	30541 - Equipment Services Administration	9/10/2018	TCSE/ Annuitant	72	Temporary assistance to ensure critical City services, including public safety.	COMPLIANT
COMPLIANT (52)								
CITY ADMINISTRATOR	Dalmasso	Jennifer	02491- Oakland Animal Services	5/19/2018	TCSE/ Annuitant	0	Temporary on-call Veterinarian until premise license and DEA permit for shelter are transitioned	COMPLIANT
CITY ADMINISTRATOR	Griffin	Bendu	02621 - Employment Services	4/21/2018	ELDE		Temporary support to assist department with project close out phase	COMPLIANT
CITY ADMINISTRATOR	Hollenback	Joy	02491 - Oakland Animal Services	4/24/2018	TCSE/ Annuitant	443	Temporary on-call Veterinarian due to resignation of former incumbent	COMPLIANT
CITY ADMINISTRATOR	Kennedy	Christopher	02112 - Communications & Media	7/23/2018	TCSE	383	Temporary project: Oakland Design League - Front end/full stack developer	COMPLIANT
CITY ADMINISTRATOR	Kwan	Jennifer	02491 - Oakland Animal Services	5/12/2018	TCSE	93	Temporary part time Veterinarian to supplement and add capacity to service delivery	COMPLIANT
CITY ADMINISTRATOR	Mason	Vanessa	02111 - Administration Unit	9/27/2017	TCSE	323	Temporary project: Oakland Design League - to build the City's new website.	COMPLIANT
CITY ADMINISTRATOR	Martinson	Leif	02111 - Administration Unit	9/27/2017	TCSE	0	Temporary project: Oakland Design League - to build the City's new website.	COMPLIANT
CITY ADMINISTRATOR	Mufarreh	Chris	02491- Oakland Animal Services	4/23/2018	TCSE/ Annuitant	157	Temporary on-call Manager	COMPLIANT

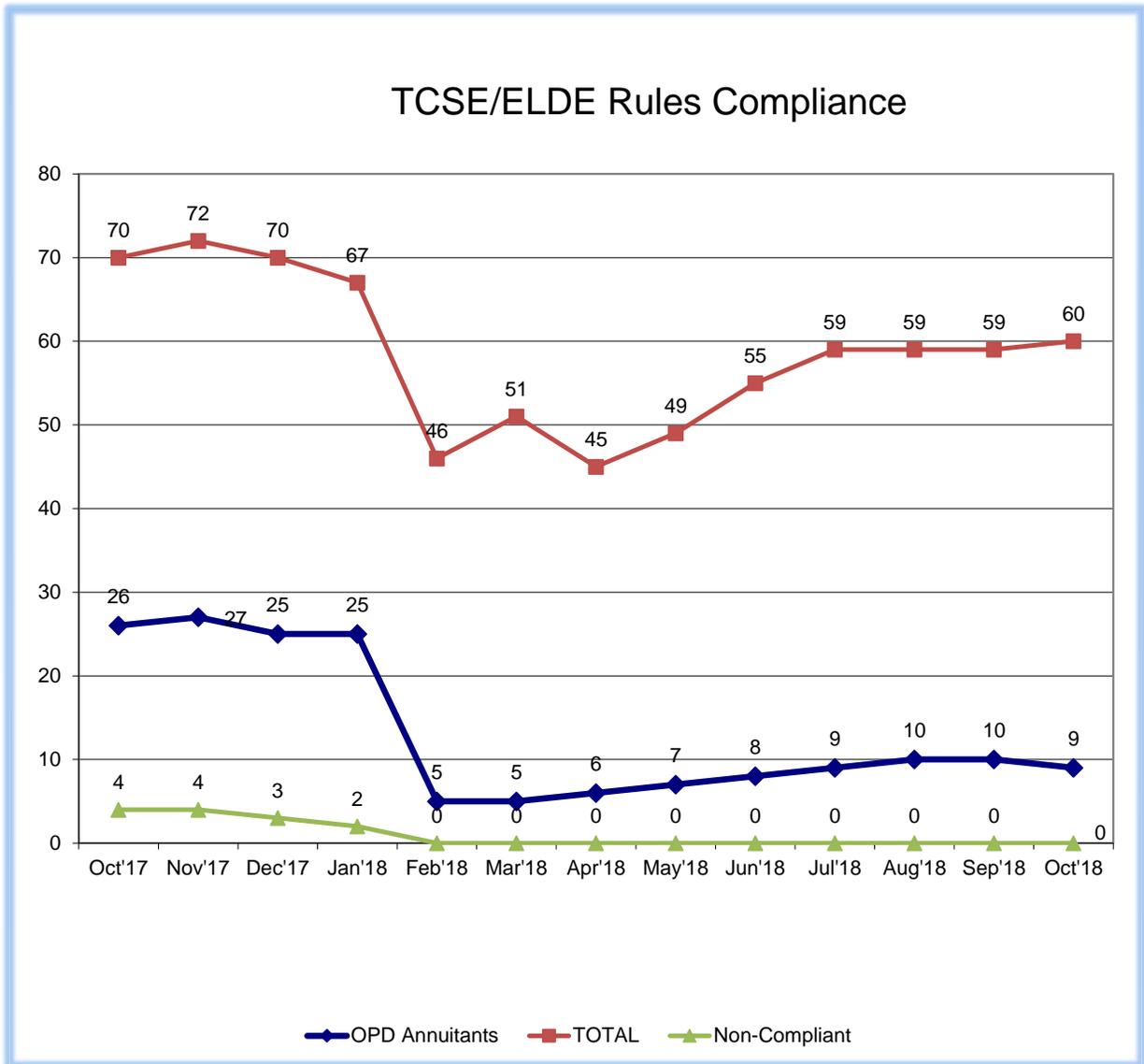
**CIVIL SERVICE BOARD
OCTOBER 2018 MONTHLY REPORT OF TCSE/ELDE ASSIGNMENTS**

DEPT	LAST_NAME	FIRST_NAME	ORG	JOB_DATE	TYPE	HOURS	NOTES	STATUS
CITY ADMINISTRATOR	Swanson	Luke	02111 - Communications Unit	11/20/2017	TCSE	463	Temporary project: Oakland Design League - to build the City's new website	COMPLIANT
CITY ATTORNEY	Moore	Cheryl	04111 - City Attorney Administration Unit	4/25/2018	TCSE/ Annuitant	364	Temporary assistance in eliminating file backlog and special project for file inventory.	COMPLIANT
CITY CLERK	Abney	Michelle	03121 - Office of the Clerk	5/30/2018	TCSE/ Annuitant	313.5	Temporary support of the Hotel Labor and Youth Services measures.	COMPLIANT
CITY COUNCIL	Lopes	Joyce	00011 - Council Administration Unit	10/4/2016	TCSE/ Annuitant	0	Filing in for Council staff out on leave	COMPLIANT
CONTROLLER - FINANCE	Bhatnager	Amit	08211 - Accounting Administration Unit	1/8/2018	TCSE	252	Temporary project to develop Oracle Business Intelligence Enterprise Edition and Oracle Business Intelligence Applications.	COMPLIANT
DEPT. OF TRANSPORTATION	Brown	Brytanee	35214 - Complete Streets Planning & Project	1/13/2018	ELDE		Spec under development for Transportation Planner series; duties not yet fully defined.	COMPLIANT
DEPT. OF TRANSPORTATION	Grant	Surlene	35111 - Director's Office	1/29/2018	TCSE	207	Temporary project to develop & implement a Public Outreach Strategy for the Capital Improvement Program (CIP).	COMPLIANT
DEPT. OF TRANSPORTATION	Neary	Michael	35211 - Department of Transportation	5/21/2018	TCSE/ Annuitant	107	Temporary assistance to develop, manage and implement the GoPort Program (transportation improvement)	COMPLIANT
DEPT. OF TRANSPORTATION	Phan	Hank	35245 - Bicycle & Pedestrian Program	4/7/2018	ELDE		Spec under development for Transportation Planner series; duties not yet fully defined.	COMPLIANT
ECON & WORKFORCE	Kidder	Sarah	85511 - Cultural Arts & Marketing	6/17/2017	TCSE	19	Temporary project support in the Film Office.	COMPLIANT
ECON & WORKFORCE	Shahzada	Irfan	85111 - Admin: Economic & Workforce Development	5/5/2018	ELDE		Spec under revision for Accountant II; duties not yet fully defined.	COMPLIANT
FINANCE	Macias	Dalia	08211 - Accounting Administration Unit	7/11/2018	ELDE		Temporary project to assist with clean-up of Capital Projects and vendor data.	COMPLIANT
FINANCE	Misgun	Lula	08111 - Finance/Admin Unit	6/18/2018	TCSE/ Annuitant	427	Temporary support for Executive Assistant out on leave.	COMPLIANT
FINANCE	Treglown	Donna	08111 - Finance/Controller	6/18/2018	TCSE/ Annuitant	356	Temporary assistance to complete Capital projects and end of year fiscal reconciliations.	COMPLIANT
FINANCE/TREASURY	Poon	Natalie	08741 - Treasury Payroll	4/9/2018	TCSE	397	Temporary support for Human Resources Operations Tech out on leave.	COMPLIANT
FIRE DEPARTMENT	Domingo	Renee	20711 - Emergency Services Program	7/16/2018	TCSE/ Annuitant	84	Temporary assignment to train new Emergency Services Manager	COMPLIANT
FIRE DEPARTMENT	Kozak	Rebecca	20110 - Fire Chief Unit	5/21/2018	TCSE/ Annuitant	248	Temporary assistance developing staff and functions of the Office of the Chief of Fire manual and train Executive Assistant	COMPLIANT
FIRE DEPARTMENT	Weisgerber	William	20311 - Fire Marshal's Office Unit	5/7/2018	TCSE/ Annuitant	449	Temporary assistance until Fire Marshal is appointed	COMPLIANT
HOUSING & COMMUNITY DEV.	Cleveland	Everett	89929 - Housing Development	5/7/2018	TCSE	373	Temporary project performing significant administrative duties	COMPLIANT
HUMAN SERVICES	Breedlove	Jaqueline	75231 - Multipurpose Senior Service Program	2/24/2018	TCSE/ Annuitant	315	Provide training to new Case managers and complete procedural manual for future reference per funder's mandate.	COMPLIANT
HUMAN SERVICES	Decuir	Roslynn	78241 - Year Round Lunch Program Unit	5/23/2016	TCSE	187	PT Food Program Coordinator; intermittent, pending creation of PT class; HRM staff preparing salary ordinance amendment to add part time equivalent in Feb/Mar 2018	COMPLIANT
HUMAN SERVICES	Hicks	Kathleen	78111 - DHS Administration Unit	3/1/2018	TCSE	400	Filing in for Executive Assistant staff out on leave.	COMPLIANT

**CIVIL SERVICE BOARD
OCTOBER 2018 MONTHLY REPORT OF TCSE/ELDE ASSIGNMENTS**

DEPT	LAST_NAME	FIRST_NAME	ORG	JOB_DATE	TYPE	HOURS	NOTES	STATUS
HUMAN SERVICES	Ho	Kathy	78231 -HS Classroom & Seasonal	1/29/2018	TCSE/ Annuitant	36	Temp staffing to help with Instructor Staffing Crises and to meet Federal and State regulations of the Head Start Program.	COMPLIANT
HUMAN SERVICES	Martin-Bobo	Pamela	75231 - Senior Services Program	1/3/2018	ELDE		Temporary appointment while FEHA hold is in place.	COMPLIANT
HUMAN SERVICES	Shelton	Susan	78411 - Community Housing Services	9/11/2017	TCSE/ Annuitant	97	Temporary project: plan, facilitate and update Oakland Homeless Strategy	COMPLIANT
PLANNING & BUILDING	Borjon	Agustin	84229 - Zoning	2/27/2017	TCSE/ Annuitant	176	Time-limited project; temp assistance with backlog of permits	COMPLIANT
PLANNING & BUILDING	Dignan	Katie	84111 - Administration Unit	6/30/2018	ELDE		Temporary assistance to oversee the Building and Planning Bureaus.	COMPLIANT
PLANNING & BUILDING	Gunari	Seth	84111 - Admin: Planning, Building & Neighborhood Services	3/12/2018	ELDE		Temporary assignment to support Specialty Combination Inspectors	COMPLIANT
POLICE	Covington	Donald	106610 - Background & Recruiting	4/23/2018	TCSE/ Annuitant	95	Per MOU Agreement; TCSE/ Annuitant supporting OPD backgrounding.	COMPLIANT
POLICE	Gray	Steve	106610 - Background & Recruiting	7/17/2017	TCSE/ Annuitant	65	Per MOU Agreement; TCSE/ Annuitant supporting OPD backgrounding.	COMPLIANT
POLICE	Hicks	Mark	106610 - Background & Recruiting	9/23/2013	TCSE/ Annuitant	149	Per MOU Agreement; TCSE/ Annuitant supporting OPD backgrounding.	COMPLIANT
POLICE	Johnson	Carmen	106610 - Background & Recruiting	1/18/2014	TCSE/ Annuitant	200	Per MOU Agreement; TCSE/ Annuitant supporting OPD backgrounding.	COMPLIANT
POLICE	Lighten	Ronald	106610 - Background & Recruiting	9/23/2013	TCSE/ Annuitant	0	Per MOU Agreement; TCSE/ Annuitant supporting OPD backgrounding.	COMPLIANT
POLICE	Mestas	Alfred	100610 - Background & Recruiting	1/27/2018	TCSE/ Annuitant	0	Per MOU Agreement; TCSE/ Annuitant supporting OPD backgrounding.	COMPLIANT
POLICE	Pressnell	Edward	100610 - Background & Recruiting	9/23/2013	TCSE/ Annuitant	8	Per MOU Agreement; TCSE/ Annuitant supporting OPD backgrounding.	COMPLIANT
POLICE	Quintero	Joseph	106610 - Background & Recruiting	10/12/2013	TCSE/ Annuitant	27	Per MOU Agreement; TCSE/ Annuitant supporting OPD backgrounding.	COMPLIANT
POLICE	Williams	Pamela	106610 - Background & Recruiting	4/23/2018	TCSE/ Annuitant	20	Per MOU Agreement; TCSE/ Annuitant supporting OPD backgrounding.	COMPLIANT
PUBLIC WORKS	Chavez	Humberto	30541 - Equipment Services Division	12/18/2017	TCSE	101	Temporary assistance with maintenance and repairs of specialized vehicles in the Heavy Equipment Shop	COMPLIANT
PUBLIC WORKS	Combs	Jocelyn	30111 - Director & Human Resources Unit	12/16/2017	TCSE/ Annuitant	111	Temporary support to help develop and facilitate Department Strategic Action Plan	COMPLIANT
PUBLIC WORKS	Ferguson	David	30611 - Bureau Facilities & Environment	1/13/2018	TCSE/ Annuitant	356	Assistant Director - Short term management of the Bureau of Facilities and Environment.	COMPLIANT
PUBLIC WORKS	Kuvetakakis	Joseph	30541 - Equipment Services Division	12/18/2017	TCSE/ Annuitant	0	Temporary assistance with maintenance and repairs of specialized vehicles in the Heavy Equipment Shop	COMPLIANT
PUBLIC WORKS	Perez - Perez	A. Nichole	30112 - Human Resources	3/24/2018	TCSE	374	Temporary support for Payroll staff out on leave	COMPLIANT
PUBLIC WORKS	Pham	Tan	30541 - Equipment Services Division	12/18/2017	TCSE/ Annuitant	72	Temporary assistance with maintenance and repairs of specialized vehicles in the Heavy Equipment Shop	COMPLIANT
PUBLIC WORKS	Weed	Jonelyn	30111 - Director & Human Resources Unit	12/16/2017	TCSE/ Annuitant	143	Temporary support to help develop and facilitate Department Strategic Action Plan	COMPLIANT

Non-Compliant (0)





CITY OF OAKLAND

STAFF REPORT

DATE: October 18, 2018

TO: THE HONORABLE CIVIL SERVICE BOARD

FROM: Greg Preece, Human Resources Manager

THROUGH: Ian Appleyard, Director of Human Resources Management

SUBJECT: Informational Report Regarding the Common Classification Study Update

The purpose of this informational report is to provide an update on the Common Classification Study being performed by Koff & Associates. At its September 20, 2018 meeting the Civil Service Board requested the following items:

1. A copy of the contract agreement with Koff & Associates related to the classification study.
2. A copy of the agreement between the City and the Port regarding personnel practices limited to common classes between the parties.
3. An update on the status of the classification study.

Regarding item numbers 1 & 2, copies of the requested documents are attached to this report.

Regarding item #3, Human Resources staff from the City and the Port have met with Koff & Associates to discuss the next steps of the study. Koff & Associates will provide an update and presentation at the November Civil Service meeting, which will include the Point Factor Analysis and Salary Information for overlapping classifications within the Finance and Human Resource classification series.



PORT OF OAKLAND

530 Water Street, Oakland, CA 94607
www.portofoakland.com
(510) 627-1100

Contract Purchase Agreement	Revision / Change	Page
4040621	0	1 of 1

This Contract Purchase Agreement (CPA) number and the Port employee who placed the order (for goods and services) must appear on all packages, invoices, shipping papers and correspondences. A packing slip must accompany all shipments.

SUPPLIER	SUPPLIER LOCATION
5001947	001
Kaneko & Krammer Corp. dba Koff & Associates, Inc. 2835 7th St. Berkeley CA 94710	

S H I P T O	Port of Oakland
	530 Water Street
	Oakland, CA 94607

B I L L T O	Port of Oakland
	PO Box 26413 Oakland, CA 94604

Description:

PSA Contract # 35559 for As-needed HR Consulting Services, June 14, 2016 - June 30, 2018

Note To Supplier:

CPA # 4040621 issued under Contract # 35559 for the period commencing 6/14/2016 and ending 6/30/2018.

REFER ALL INQUIRIES TO BUYER:

Name	Phone:
Eva Chlu	510-627-1526

CPA Authorized Amount	150,000.00
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Additional Information:

6-20-2016, CPA Summary:

1. Supplier: Koff & Associates, Inc.
2. Fully executed contract (blue-back) - (see attachment)
3. Contract number: 35559 Date: 6/14/2016
4. Board Resolution -- N/A
5. CPA Term: Commencing June 14, 2016 and ending June 30, 2018
6. Maximum compensation: \$150,000

Project Manager: H.R. Dept. - Cheryl Ho

Executive Director

Purchasing Manager/Buyer

6-20-16

Date

H.R. Dept. - Charge to
CPA # 4040621
RD # 150,000
Exp. 6-30-2018

PROFESSIONAL SERVICES AGREEMENT

Between

**CITY OF OAKLAND, A MUNICIPAL CORPORATION,
ACTING BY AND THROUGH ITS BOARD OF PORT COMMISSIONERS
as the "Port of Oakland"**

And

KANEKO & KRAMMER CORP.

DOING BUSINESS AS

KOFF & ASSOCIATES

(As-needed Human Resources consulting services)

(Contract No. 35559)

Dated

June 14, 2016

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KANEKO & KRAMMER CORP. dba
 KOFF & ASSOCIATES
 Professional Services Agreement
 LEGAL-1462850808-95659 (May-18)

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PROFESSIONAL SERVICES AGREEMENT

KANEKO & KRAMMER CORP
Doing business as
KOFF & ASSOCIATES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into on June 14, 2018, between the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port"), and KANEKO & KRAMMER CORP., doing business as KOFF & ASSOCIATES ("Consultant"), identified on Appendix D, who agree as follows:

1. SCOPE OF PROFESSIONAL SERVICES.

The Consultant shall perform all services described in Appendix A ("Services"), for the compensation set forth in Appendix B ("Payment"), which appendices are attached and made a part of this Agreement. All Services whenever performed shall be deemed performed under this Agreement, and all compensation paid to Consultant on account of the Services performed shall be deemed payments as set forth in Appendix B.

2. EFFECTIVE DATE.

This Agreement shall become effective upon its execution by Consultant and by Port (including approval by the Port Attorney).

3. STANDARD OF PERFORMANCE.

Consultant represents that it possesses all necessary training, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that specializes in performing professional services of like nature and complexity of the Services.

4. SUBCONSULTANTS.

Consultant shall perform the Services using the persons and subconsultants listed in Appendix A. Consultant shall hire only qualified persons or firms who are experienced in performing work of like nature and complexity to the Services, and who agree to be bound to the terms of the Agreement to the extent of this scope of services. Consultant may substitute personnel or subconsultants prior to any such subconsultants commencing work only upon the Project Manager's written consent, which may be withheld or delayed in Port's discretion.

The Port of Oakland, as a Department of the City of Oakland, participates in the California Public Employees' Retirement System ("CalPERS"), and the use of any consultant or sub-consultant employees who have retired from a CalPERS agency shall be in compliance with applicable CalPERS rules and regulations.

5. INDEMNIFICATION AND LIABILITY.

5.1 To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782, 2782.6 and 2782.8), Consultant shall defend (with legal counsel chosen or approved by the Port Attorney), indemnify and hold harmless Port and its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its Subconsultants), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, paralegal and attorneys' fees (including costs attributable to in-house paralegals and attorneys), Port staff costs, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise from or relate to, directly or indirectly, in whole or in part, from: (1) the Services under this Agreement, or any part thereof, or (2) any negligent act or omission of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee, but shall apply to all other Liabilities.

5.2 Consultant shall defend (with legal counsel chosen or approved by the Port Attorney), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, liability or claims, in law or in equity, including paralegal and attorneys' fees (including costs attributable to in-house paralegals and attorneys), Port staff costs, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by Port, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

6. NOTICES.

The Port and Consultant shall provide notices to the other in the form of a writing, sent by facsimile and by U.S. Mail. If to the Port, it shall be addressed to the Project Manager (identified on Appendix E) at:

Port of Oakland
580 Water Street
Oakland, CA 94607

or to such other place as the Port may by such similar notice in writing designate. If to the Consultant, the same shall be addressed to the individual and address noted on Appendix D hereto or to such other place as the Consultant may by such similar notice in writing designate.

7. INSURANCE.

At its own expense, the Consultant shall maintain in force during the term of this Agreement insurance type(s) and in the amount(s) required by Appendix C hereof.

8. INDEPENDENT CONTRACTOR.

Consultant shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its

employees, subconsultants and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between Port and Consultant, and no such relationship shall be implied from performance of this Agreement. Terms in this Agreement referring to direction from Port shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained. Consultant shall pay all taxes (including California sales and use taxes) levied upon this Agreement, the transaction, or the Services and/or goods delivered pursuant hereto without additional compensation, regardless of which party has liability for such tax under applicable law, and any deficiency, interest or penalty asserted with respect thereto. Consultant represents that it will collect, report, and pay all sales and or use taxes to the State Board of Equalization. Upon full payment, the Consultant will issue the Port a receipt pursuant to California Revenue and Taxation Code Section 6203, relieving the Port of all liability for any tax relating to the scope of this Agreement. The Consultant shall pay all other taxes including but not limited to any applicable City of Oakland business tax, not explicitly assumed in writing by the Port hereunder. The Consultant shall comply with all valid administrative regulations respecting the assumption of liability for the payment of payroll taxes and contributions as above described and to provide any necessary information with respect thereto to proper authorities.

9. CONFLICT OF INTEREST; CONFIDENTIALITY.

9.1 Consultant represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections.

9.2 Consultant represents that it has completely disclosed to Port all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of Port, or other officer, agent or employee of Port or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by Port for cause. Consultant agrees to comply with all conflict of interest codes adopted by the City of Oakland and Port of Oakland and their reporting requirements.

9.3 Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with the Port that Consultant has no present, and will have no future, conflict of interest between providing the Port the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the Port, as determined in the reasonable judgment of the Port. The provisions of this Section 9 shall remain fully effective indefinitely after termination of Services to the Port hereunder.

9.4 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by Port and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Port. Consultant agrees that all information disclosed by Port to or discovered by Consultant shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data, and shall not accept employment adverse to the Port's interests where such confidential information could be used adversely to the Port's interests.

Consultant agrees to notify the Port immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with this Agreement.

9.5 Any publicity or press releases with respect to the Project or Services shall be under the Port's sole discretion and control. Consultant shall not discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without Port's prior written consent. Consultant shall have the right, however, without Port's further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

9.6 The provisions of this Section 9 shall remain fully effective indefinitely after termination of Services to the Port hereunder.

10. SUSPENSION AND TERMINATION OF SERVICES.

(i) Port may direct Consultant to suspend, delay or interrupt Services, in whole or in part, for such periods of time as Port may determine in its sole discretion. Port may issue such directives without cause. Port will issue such directives in writing. Suspension of Services shall be treated as an excusable delay. (ii) Port may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of Port's written notice to Consultant demanding such cure. In the event Port terminates this Agreement for default, Consultant shall be liable to Port for all loss, cost, expense, damage and liability resulting from such breach and termination. (iii) Port may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever Port determines that such termination is in Port's best interests. In the event Port terminates this Agreement for convenience, Consultant shall be entitled to recover its costs expended up to the termination plus reasonable profit thereon to the termination date, but may recover no other cost, damage or expense.

11. OWNERSHIP OF WORK PRODUCT.

Any interest (including copyright interests) of Consultant or its subcontractors or subconsultants, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its subcontractors or subconsultants in connection with the Services, shall become the property of the Port. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the Port. With Port's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

12. AUDIT/INSPECTION OF RECORDS.

12.1 Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related

to matters covered by this Agreement. Consultant shall permit Port to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Agreement shall have the same rights conferred to Port by this section. Such rights shall be specifically enforceable.

12.2 The Consultant shall maintain full and adequate records in accordance with Port requirements to show the actual costs incurred by the Consultant in the performance of this Agreement. If such books and records are not kept and maintained by Consultant within a radius of fifty (50) miles from the offices of the Port at 580 Water Street, Oakland, California, Consultant shall, upon request of the Port, make such books and records available to the Port for inspection at a location within said fifty (50) mile radius or Consultant shall pay to the Port the reasonable, and necessary costs incurred by the Port in inspecting Consultant's books and records, including, but not limited to, travel, lodging and subsistence costs. Consultant shall provide such assistance as may be reasonably required in the course of such inspection. The Port further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the Port, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after the Port makes the final or last payment or within three (3) years after any pending issues between the Port and Consultant with respect to this Agreement are closed, whichever is later.

12.3 If the Consultant's books and records have been generated from computerized data, Consultant agrees to provide the Port or its representative extracts of data files in a computer readable format on data disks, e-mail with attached files or suitable alternative computer data exchange formats. The Consultant should not charge the Port for the reasonable use of the Consultant's photocopying machine while conducting the audit, nor for any cost of retrieving, downloading to diskette, and or printing any records or transactions stored in magnetic, optical, microform or other media.

12.4 Consultant agrees to toll (a) commencing on the first day of any examination during the Inspection Period and ending four (4) years thereafter, all applicable periods of any statutes of limitations with regard to any matter arising out of the Inspection Period examination; (b) commencing on the first day of any audit conducted by or on behalf of Landlord of Tenant's books, records or data with respect to this Lease (an "Audit") and ending four (4) years after the date that the Port delivers to the Consultant a written copy of the Port's final findings on the Audit; and (c) with respect to any claim or right or cause of action of Landlord not addressed in the immediately preceding clauses (a) or (b), and regardless of whether or not Landlord commences an Audit, commencing on the day such claim right or cause of action arises, and ending four (4) years thereafter, all applicable periods of any statutes of limitations with regard to such claim, right or cause of action.

13. NON-DISCRIMINATION.

Consultant acknowledges that it has received and reviewed a copy of the most current version of the Port of Oakland's Unlawful Harassment Policy and Procedures. The purpose of these procedures is to provide an effective and expedited system of resolving allegations of employment discrimination and prevention of unlawful harassment in the workplace. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry age (over 40), physical or mental disability, cancer-related medical condition, a known genetic pre-disposition to a disease or disorder, veteran status, marital status,

or sexual orientation. Consultant shall take affirmative action to ensure that applicants and employees are treated fairly. Such action shall include, but not be limited to the following: hiring, upgrading, recruitment, advertising, selection for training, including apprenticeship, demotion, transfer, compensation, lay-off or termination, or any other term or conditions of employment.

14. FEDERAL AIP GRANT COMPLIANCE.

By executing this Agreement, Consultant agrees and certifies that Consultant will comply with the FAA Airport Improvement Program (AIP) provisions set forth below and Consultant shall also include each of these provisions in all of its contracts and subcontracts related to this Agreement. For purposes of Sections 15-19, Consultant is sometimes hereinafter referred to as "Contractor" and Port is sometimes hereinafter referred to as "Sponsor".

15. GENERAL CIVIL RIGHTS PROVISIONS.

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

16. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

16.1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

16.2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

16.3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

16.4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to

ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

16.5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the Non-discrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
- Cancelling, terminating, or suspending an Agreement, in whole or in part.

16.6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs 16.1 through 16.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES.

During the performance of this Agreement, the Contractor, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12181 - 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

18. FAIR LABOR STANDARDS ACT.

This Agreement incorporates by reference the provisions of 29 U.S.C. §201, et seq (the Federal Fair Labor Standards Act (FLSA)), and its implementing regulations, with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping and child labor standards for full and part time workers. Consultant has full responsibility to monitor compliance to the referenced statute and regulation. Consultant must address any claims or disputes that arise from this requirement directly with the US Department of Labor - Wage and Hour Division.

19. OCCUPATIONAL SAFETY AND HEALTH ACT.

This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 U.S.C. §651, et seq; 29 CFR Part 1910). Consultant must address any claims or disputes that pertain to a

referenced requirement directly with the U.S. Department of Labor - Occupational Safety and Health Administration.

20. DISPUTES.

Consultant shall continue its work throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Agreement.

21. CALIFORNIA LAW.

This Agreement shall be deemed to have been executed in the City of Oakland, Alameda County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Alameda County, California. Should any clause, provision or aspect of this Agreement be determined at any time to be unenforceable or in contravention of law, then the remaining clauses and provisions of this Agreement shall be enforceable to the fullest extent permitted by law and construed to give effect to fullest extent possible the intent of this Agreement.

22. NO THIRD PARTY BENEFICIARIES.

Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.

23. ENTIRE AGREEMENT.

This Agreement and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Agreement, shall constitute the exclusive statement of the terms of the parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement.

24. NO WAIVER.

The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Port representative, or certification by any governmental entity, shall in no way limit Consultant's obligations under this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Port and Consultant.

25. STATUTES OF LIMITATION.

As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Port's issuance of the final Certificate for

Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

26. COVENANT AGAINST CONTINGENT FEES:

26.1 Consultant warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Port, at its option, may annul the Agreement or deduct from the contract price or otherwise recover from Consultant the full amount of the contingent fee.

26.2 As used in this Section, "bona fide agency" means an established commercial or selling agency, maintained by Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Port contracts nor holds itself out as being able to obtain any Port contract or contracts through improper influence.

26.3 As used in this Section, "bona fide employee" means a person, employed by Consultant and subject to Consultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Port contracts nor holds itself out as being able to obtain any Port contract or contracts through improper influence.

26.4 As used in this Section, "contingent fee" means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Port contract.

26.5 As used in this Section, "improper influence" means any influence that induces or tends to induce a Port Commissioner, employee or officer to give consideration or to act regarding a Port contract on any basis other than the merits of the matter.

27. SEVERABILITY.

Any provision or portion thereof of this Agreement prohibited by, or made unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law.

28. COMPLIANCE WITH LAWS.

28.1 Consultant represents that it will comply with all applicable laws, ordinances, general rules or regulations, permits, or land use restrictions or limitations at any time applicable thereto of any public or governmental authority, including the City and the Port, including but not limited to The Charter of the City (including without limitation Section 728 entitled "Living Wage and Labor Standards at Port-Assisted Businesses" and Port Ordinance No. 3666 entitled "An Ordinance Establishing a Living Wage Requirement") in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Consultant shall comply with all security requirements imposed by authorities with jurisdiction over the Project (including, but not limited to, Federal Aviation Administration, U.S. Department of Transportation, and other government agencies), and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.

28.2 Consultant further represents that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations, consistent with the standard of care in this Agreement.

28.3 Consultant, as a condition of execution of this Agreement certifies under penalty of perjury and as a condition of payment of its invoice(s) for service provided under this Agreement as follows:

- a. All Employees, as defined respectively under Port Ordinance No. 3666, and Section 728 of the Charter of the City of Oakland (Hereinafter "Living Wage laws"), as amended from time to time, engaged in Covered Activities (as defined in the respective Living Wage laws) shall be compensated in compliance with the requirements of the respective and applicable Living Wage laws;
- b. Claims, records and statements relating to Consultant's compliance with the Living Wage laws are true and accurate, and are made with the knowledge that the Port will rely on same, and that they are submitted to the Port for the express benefit of Consultant's employees engaged in Covered Activities;
- c. Should the Living Wage laws not apply to Consultant at the time this Agreement is entered into, but thereafter become applicable, Consultant will comply with all of its obligations under the respective Living Wage laws, when applicable; and
- d. All terms used in this Section 28.3 and not defined shall have the meaning ascribed to such terms in the respective applicable Living Wage laws.

29. AGENT FOR SERVICE OF PROCESS:

Pursuant to California Code of Civil Procedure, Section 416.10, Consultant hereby designates an agent for service of process as identified in Appendix D hereto.

Consultant may at any time designate a new agent for service in the State of California by providing written notice, duly executed in the same manner as this Agreement, of the full name and address of its new agent. Unless otherwise agreed in writing by the Port of Oakland, no attempt to revoke the agent's authority to receive service shall be valid unless Port of Oakland has first received a duly executed designation of a new agent meeting the requirements of California law.

30. DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS.

Effective March 1, 2015, if the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to California Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In addition, Contractor and any subcontractors who will be performing the public works aspect of this project are required by law to be licensed and regulated by the Contractor's State License Board. Contractor must be properly licensed for the particular public works aspects called for in this Agreement and must agree to comply with all applicable laws, regulations and

requirements for public works of improvement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first mentioned above.

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

By [Signature]
J. CHRISTOPHER LYTTLE
Executive Director

Date: 6-14-16

KANEKO & KRAMMER CORP. doing business as KOFF & ASSOCIATES, a California corporation,

By [Signature]
George S. Krammer, Chief Executive Officer & Secretary
Print Name and Title

(If Corporate: Chairman, President or Vice President)

Date: June 9, 2016

Attest [Signature]
Catherine Kaneko, President or Treasurer
Print Name and Title

(If Corporate: Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer)

Date: June 9, 2016

Approved as to form and legality this 14th day of June 2016.

[Signature]
OR DANNY WAN
Port Attorney

THIS AGREEMENT SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNLESS AND UNTIL SIGNED BY THE PORT ATTORNEY.

P.A.#: 2016 - 180

APPENDIX A - SERVICES

This is an appendix attached to, and made a part of, the Agreement dated June 14, 2016 between the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port") and KANEKO & KRAMMER CORP. doing business as KOFF & ASSOCIATES ("Consultant") for the provision of professional services.

1. Requirements of Work to be Performed by Consultant:

The work to be performed under this Agreement consists, in general, of as-needed human resources consulting services. Examples of the types of services required are more specifically set forth on Appendix A-1 hereto.

The Port reserves the right to contract with other firms at any time for services if it is deemed to be in the best interest of the Port.

2. Commencement and Term:

Subject to the provisions of this Agreement, the Agreement will terminate on June 30, 2018.

3. Budget:

The estimated total costs of the total work is \$150,000, however, the actual volume of work could be substantially less (or none at all) and execution of this Agreement does not constitute any guarantee of business or that any work or tasks will be assigned to Consultant.

4. If requested by the Port, Consultant shall submit a draft and a final report on all activities and tasks conducted under this Agreement unless an exception is made by the Project Manager. A status report shall be submitted for all tasks by the first day of each month to the Project Manager, if required.

5. The Consultant shall coordinate closely with the Port staff on all work for each task.

APPENDIX A-1

A. Classification Analysis Objectives

1. To analyze the Port's approximately three hundred (300) existing classifications and corresponding classification description through a comprehensive process of job analysis and evaluation, including review of existing documentation, analysis of existing positions and working situations, analysis of levels of duties and responsibilities, and other professional methods, as appropriate;
2. To analyze the City's approximately three hundred (300) corresponding classifications and each classification description through a comprehensive process of job analysis and evaluation, including review of existing documentation, analysis of existing positions and working situations, analysis of levels of duties and responsibilities, and other professional methods, as appropriate;
3. To compare the Port's and City's classifications to determine where there is overlap, and determine if there is sufficient similarity to combine them in a consistent form that is usable by both the Port and the City;
4. To make any updates or changes to the combined classification descriptions, if combining is appropriate and changes are necessary.
5. To clearly state definitions of job classifications, the essential functions, and minimum requirements and preferred requirements such as education, prior work experience, knowledge, skills, abilities, and physical requirements for those classifications that can be consolidated or that may need any other modification, per the Port's needs;
6. To provide a classification structure that ensures regulatory compliance, including allocation of each selected study position to the correct classification with appropriate FLSA designation as well as meeting Federal ADA regulations;
7. To ensure sufficient documentation throughout the project, including classification concepts, distinguishing characteristics, and final reports and recommendations to guide the organization in implementing, managing, and maintaining the classification system.

B. Compensation Objectives

1. To make recommendations regarding a list of appropriate comparator agencies, benchmark classifications, and benefits to be collected prior to beginning the compensation portion of the study;
2. To collect accurate salary and benefits data from an approved group of comparator agencies and to ensure that the information is analyzed in a manner that is clear and comprehensible to the Stakeholder Group;

3. To carefully analyze the scope and level of duties and responsibilities, requirements for successful work performance, and other factors for survey classes according to generally accepted compensation practices;
4. To review the Port's compensation structure and practices and develop compensation recommendations that will assist the Port in recruiting, motivating, and retaining competent staff;
5. To develop solutions to address pay equity issues, analyze the financial impact of addressing pay equity issues, and create a market adjustment implementation strategy supporting the organization's goals, objectives, and budget considerations;
6. To evaluate benefit offerings in the labor market and make recommendations for better alignment and/or different benefit offerings as indicated by the analysis and best practices;
7. To create an inclusive final report summarizing the administrative and process methodologies, analytical tools, findings, and recommended compensation structure;
8. To recommend appropriate internal salary relationships and allocate classes to salary ranges in a comprehensive salary range plan; and
9. To ensure sufficient documentation and training throughout the study so that our recommendations can be implemented and maintained in a competent and fair manner.

C. Overall Classification & Compensation Objectives

1. To review and understand all current documentation, rules, regulations, policies, procedures, budgets, class descriptions, organizational charts, memoranda of understanding, personnel policies, wage and salary schedules, and related information so that our recommendations can be operationally incorporated with a minimum of disruption;
2. To conduct start-up Study Project Team meetings with the Stakeholder Group to discuss any specific concerns with respect to the development of classification and compensation recommendations; finalize study plans and timetables;
3. To work collaboratively and effectively with the Port and its stakeholders while at the same time maintaining control and objectivity in the conduct of the study;
4. To develop a classification and compensation structure that meets all legal requirements, is totally non-discriminatory, and easily accommodates organizational change and growth;
5. To document all steps in the process and provide documentation and training for Human Resources and other staff, as appropriate, in classification and compensation analysis methodologies so that the Port can integrate, maintain, administer, and defend any recommended changes after the initial implementation; and
6. To provide effective ongoing communications throughout the duration of the project and continued support after implementation.

D. Recruitment Objectives

1. To aggressively market the Port's open executive, managerial, and any other positions seeking the best available candidates;

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 Page 2 of 3

2. To find active, as well as passive, candidates through significant public outreach and sourcing of viable candidates who may not be actively looking for work both within the State of California and nationally;
3. Depending upon the professional organizations we are able to tap into, to advertise positions through various media to attract the largest possible candidate pool;
4. To employ various methods during the applicant review and assessment process in order to present only the most qualified individuals to the Port for final interviews; and
5. To maximize the effectiveness of the recruitment activity to ensure quality and integrity of the recruitment campaign as well as the quality of the candidate pool that we are able to generate.

E. 360° Performance Review Objectives

1. To facilitate and conduct a 360° performance evaluation for the specific employee;
2. To survey each of the raters regarding the incumbent's performance related to the Port's core competencies;
3. To work collaboratively and effectively with the Port and all stakeholders while at the same time maintaining control and objectivity in the conduct of the evaluation;
4. To document all steps in the process and provide documentation in performance appraisal methodologies so that the Port can administer and defend our recommendations;
5. To provide effective and ongoing communications throughout the duration of the project and continued support after implementation;
6. To provide a summary report of observations and findings.

APPENDIX B - PAYMENT

This is an appendix attached to, and made a part of, the Agreement dated ~~June 14, 2016~~ between the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port") and KANEKO & KRAMMER CORP. doing business as KOFF & ASSOCIATES ("Consultant") for the provision of professional services.

1. **Basic Services.** The Port will pay Consultant for Basic Services, up to a maximum compensation of \$150,000, which sum includes costs for reimbursable expenses as identified below. Such payment shall be full compensation for all Basic Services required, performed or accepted under this Agreement. If Port and Consultant previously executed a purchase order for services within the scope of the Services of this Agreement, then the services performed and the compensation paid under that purchase order shall be subject to the terms of this Agreement and the previous payments deemed payments against the Agreement Price established in this Appendix. Such maximum compensation may only be increased as follows:

- With the prior written approval of the Executive Director for an additional amount not to exceed the limit authorized by the Board in Resolution No. «Resolution». Increase in maximum compensation with additional changes in scope of work shall be documented by a supplemental agreement to this Agreement.
- With the adoption of authorizing resolution by the Board of Port Commissioners.

2. **Payment Schedule.** Progress payments for Basic Services for each phase of the work shall be made as follows:

- As invoiced.
- For each work task assigned by the Port, Consultant shall provide the Project Manager with a quotation to include agreed upon scope, responsibilities of Consultant, costs and time schedules. The Port is not obligated to reimburse the Consultant for work unless and until a specific task under this Agreement has been agreed to by the Port and Consultant in writing.

3. **Reimbursable Expenses.** Reasonable expenses to be reimbursed upon approval of Project Manager.

- Yes
- No

4. **Invoices.** All payments shall require a written invoice from Consultant in a form acceptable to Port. Port shall make payment on approved amounts within each invoice within 30 days of receipt. Original invoices shall be sent to PORT OF OAKLAND, Accounts Payable, P.O. Box 28418, Oakland, CA 94604.

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APPENDIX B

APPENDIX C – INSURANCE

This is an appendix attached to, and made a part of, the Agreement dated June 14, 2016 between the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port") and KANEKO & KRAMMER CORP. dba KOFF & ASSOCIATES ("Consultant") for the provision of professional services.

1. Commercial General Liability Insurance

- **Coverage:** Standard ISO Commercial General Liability form.
- **Limits:** \$1,000,000 per occurrence; \$2,000,000 annual general aggregate; \$2,000,000 products and completed operations aggregate; \$1,000,000 each offense for personal and advertising injury.
- **Deductible/Self-Insured Retention:** Not more than \$25,000 per occurrence unless otherwise approved by Port Risk Management.
- **Additional Insured:** The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.
- **Cross liability/separation of insureds.**
- **Waiver of subrogation in favor of additional insured.**
- **If the Services involve construction activities, completed operations coverage must remain in force until at least 5 years after completion and acceptance of the Services.**

2. Business Automobile Liability Insurance

- **Coverage:** Standard ISO Business Automobile Liability form for all owned, non-owned and hired automobiles.
- **Limits:** \$1,000,000 each accident.
- **Deductible/Self-Insured Retention:** Not more than \$25,000 per accident unless otherwise approved by Port Risk Management.
- **Additional Insured:** The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.
- **Waiver of subrogation in favor of additional insured.**

3. Contractor's Pollution Legal Liability Insurance

- **When Required:** If the Services involve any construction activities, or any grading, excavating, underground utilities, piping, trenching, or any work below the surface of the ground, or involves the hauling or disposal of hazardous or regulated materials.
- **Coverage:** Contractor's Pollution Legal Liability occurrence or claims made form.
- **Limits:** \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- **Deductible/Self-Insured Retention:** Not more than \$100,000 per occurrence unless otherwise approved by Port Risk Management.
- **Additional Insured:** The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.
- **Waiver of subrogation in favor of additional insured.**
- **Additional Term if Claims Made Form:** 2 years following completion and acceptance of the Services.
- **Definition of "Covered Operations"** shall include All work performed by Consultant or its contractors or subcontractors.

4. Workers' Compensation and Employer's Liability Insurance

- **Coverage:** Statutory Workers' Compensation and Side B Employer's Liability form.
- **Limits:** Statutory for workers' compensation and \$1,000,000 per accident, \$1,000,000 bodily injury each employee, and \$1,000,000 policy limit for bodily injury by disease, for Employer's Liability.
- **Deductible/Self-Insured Retention:** Not more than \$25,000 per occurrence for Employer's Liability unless otherwise approved by Port Risk Management.
- **Waiver of subrogation** in favor of the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.

5. Professional Liability Insurance

- **Coverage:** For errors and omissions arising out of the Services.
- **Limits:** \$1,000,000 per claim and annual aggregate.
- **Deductible/Self-Insured Retention:** Not more than \$100,000 per claim unless otherwise approved by the Port Risk Management.
- **Additional Term:** 2 years after completion and acceptance of the Services.
- If the Services involve software or technology services, Technology Liability coverage, including coverage for privacy liability.
- If the Services involve outsourced technology or internet services, Network and Media Liability coverage.

Other Insurance Requirements:

- **Capital Improvement Projects** are subject to conversion to PLIP. The Port reserves the right (but shall not have an obligation) to include this Agreement in an owner controlled Professional Liability Insurance Program (PLIP), or to purchase project specific or wrap up insurance when the services provided by the Consultant support a capital improvement project. In the event that a PLIP program is instituted, the Consultant and its independent contractors shall comply with the requirements of the PLIP program, as that program is generally described in Port's Professional Insurance Procedures Manual, which is available in the office of the Port Attorney, as such may be modified from time to time. Consultant's obligations under this subsection shall be specifically enforceable. Notwithstanding the foregoing, the Port makes no representations or warranties that it will obtain the insurance authorized by this subsection, and Consultant expressly disavows reliance on any such representations or warranties.
- **Notice of Cancellation.** Consultant or Consultant's agent must provide 30-days prior written notice to the Port Risk Management Department of any insurance policy cancellation, except 10-days prior written notice for non-payment of premium.
- **Proof of Insurance/Insurer Rating.** Consultant must deliver to the Port Risk Management Department, prior to the commencement of the Services, certificates of insurance evidencing all required insurance and additional insured status for the Port. All required insurance shall be provided by insurance companies with current A.M. Best ratings of A- VII or better. Upon failure to so file such insurance certificate, the Port may without further notice and at its option either (1) exercise the Port's rights; or (2) procure such insurance coverage at the Consultant's expense and the Consultant shall promptly reimburse the Port for such expense (Services may be interrupted without proper evidence). In addition to the

certificate of insurance, Consultant shall provide copies of the actual insurance policies if requested by the Port.

- Please send certificates and other required insurance information to:
Port of Oakland
Attn: Risk Management Dept.
530 Water Street
Oakland, CA 94607
Fax: (510) 627-1626
Email: risktransfer@portoakland.com

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APPENDIX C

APPENDIX D

CONSULTANT AND CONSULTANT'S NOTICE ADDRESS

Full Legal Name of Consultant: KANEKO & KRAMMER CORP., doing business as
KOFF & ASSOCIATES

Corporate Address: 2885 Seventh Street
Berkeley, CA 94710

Form of Business Entity (Check one)

- Sole proprietorship
 Corporation: State of California
 Partnership: General Limited
 Limited Liability Company
 Other: _____

If Corporation: (Required Information)
Agent for Service of Process (Name and Address) Georg S. Krammer
2885 Seventh Street
Berkeley, CA 94710

Contact Individual / Position: Georg S. Krammer, Chief Executive Officer

Telephone No.: (510) 658-5688

Facsimile No.: (510) 652-5683

E-Mail Address (if any): gkrammer@koffassociates.com

Website (if any): www.koffassociates.com

Tax Identification No.: 61-1498064

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APPENDIX D

APPENDIX E
PROJECT MANAGER

Christopher Boucher
Division Director

Michael Mitchell
Technical Manager



PORT OF OAKLAND

MEMO

To: John Banisadr, Port Purchasing Manager

From: Christopher Boucher, Director of Human Resources

Cc: Michael Mitchell, Human Resources Supervisor

Date: April 4, 2016

Re: Purchase Order with Koff & Associates

CB
Approved
[Signature]
4-21-16

During the course of normal business, organizational needs arise, which require specialized skills, additional study and analysis. In addition, HR projects are often driven by requests and/or mandates from external bodies, such as the City of Oakland's Civil Service Board ("CSB"), Port labor unions and Port executive management. In many instances, the portfolio of work that existing staff maintain does not allow for the undertaking of specialized projects.

To augment the services of the Port's Human Resources Division in providing a full service HR program and to fulfill the organizational needs of the Port, we would like to retain the services of an HR consulting firm on an as-needed basis from April 4, 2016 through June 30, 2018. I am requesting approval for a \$150,000 contract purchase agreement with Koff & Associates to provide various HR consulting services on an as-needed basis at the request of the Human Resources Division. The amount requested is intended to cover anticipated ongoing, as well as unanticipated needs through FY18.

multi-year

BASIS FOR SELECTION

On December 17, 2015, the Port conducted an informal request for proposals to solicit responses for HR consulting services. Three (3) consulting firms were contacted: Koff & Associates, CPS Human Resources Consulting and It's Personnel Consulting. Two (2) firms responded. The firms were assessed based on cost (25%), types of services provided (25%), and experience with public agencies (50%). Please see the table below for a breakdown of the scores for both firms.

Firm	Cost 25%	Types of Services Provided 25%	Experience w/ Public Agencies 50%	Total 100%
Koff & Associates	25	25	45	95
It's Personnel Consulting	20	25	40	85
CPS	NA	NA	NA	NA

At the conclusion of the assessment, Koff & Associates was selected due to their more competitive cost structure, including a capped fee structure for major projects that will provide financial certainty for the Port.

FIRM BACKGROUND

Koff & Associates is a highly experienced public-sector HR consulting firm located in Berkeley, CA. They have been conducting HR-related work for cities, counties, courts, transportation agencies, and special districts for more than 30 years. Koff & Associates has achieved a reputation for working successfully with management, employees and union representatives. They believe in a high level of dialogue and input from employees and management. Their extra effort has resulted in close to 100% implementation of their classification and compensation studies.

The firm's areas of focus are classification studies and compensation analysis; executive search and staff recruitments; development of strategic management tools; organizational studies and industry/market surveys; performance management; best practices policy/procedure development and employee handbooks; human resources audits; public agency mergers and separations; and serving as off-site Human Resources Director for smaller public agencies that need the expertise of a Human Resources Director but do not need a full-time, on-site professional.

SCOPE OF SERVICES

Koff & Associates will provide the Port with project based HR consulting services on an as-needed basis. The projects may include talent search services at the manager and executive level; classification projects, including desk audits; as well as large scale classification studies, compensation studies/analysis and coaching/360 reviews. The Port will provide Koff & Associates with a scope of work prior to each engagement.

In the near term, in compliance with City of Oakland Ordinance No. 13120, which requires the Port to establish Personnel Rules consistent with and subordinate to the City of Oakland Civil Service Rules, Koff & Associates will assist the Port with conducting a Port of Oakland – City of Oakland common classification study/analysis. The study will involve

John Banisadr, Port Purchasing Manager
Re: Purchase Order with Koff & Associates
April 4, 2016
Page 3 of 3

conducting an analysis of approximately 300 classifications to determine if they are common based on their scope, duties, KSAs (knowledge, skills and abilities), minimum qualifications and other relevant criteria.

For each project, depending on its nature and timing requirement, Human Resources will work with Koff & Associates to develop a detailed scope and project plan. Additional details regarding the scope of services and proposed pricing for the common classification study/analysis are described in the attached Cost Estimate & Summary of Services for a Comparative Classification Study Proposal.

BUDGET STATUS:

The funding source will come from the HR001 523231 Other Professional/Consulting Services budget.

If you have any questions, please feel free to contact Michael Mitchell at x71516.



PORT OF OAKLAND

530 Water Street, Oakland, CA 94607
www.portofoakland.com
(510) 627-1100

Contract Purchase Agreement	Revision / Change	Page
4040621	1	1 of 1

This Contract Purchase Agreement (CPA) number and the Port employee who placed the order (for goods and services) must appear on all packages, invoices, shipping papers and correspondences. A packing slip must accompany all shipments.

SUPPLIER	SUPPLIER LOCATION
5001947	001
Kaneko & Krammer Corp. dba Koff & Associates, Inc. 2835 7th St. Berkeley CA 94710	

S H I P T O	Port of Oakland
	530 Water Street
	Oakland, CA 94607

B I L L T O	Port of Oakland
	PO Box 28413 Oakland, CA 94604

Description:
Contract # 35559 & 35559-1 for As-needed HR Consulting Services, Ending June 30, 2020

Note To Supplier:
CPA # 4040621 Issued under Contract # 35559 & 35559-1 for the period commencing 6/14/2016 and ending 6/30/2020.

REFER ALL INQUIRIES TO BUYER:

Name	Phone:
Eva Chiu	510-627-1526

CPA Authorized Amount	150,000.00
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Additional Information:

7/6/2018, Revision No. 1: the contract term is extended from 6/30/2018 to 6/30/2020 per 1st Supplemental to PSA, Contract No. 35559-1, dated 7/5/2018.

Project Manager: H.R. Dept. – Nancy Jeu

6-20-2016, CPA Summary:

1. Supplier: Koff & Associates, Inc.
2. Fully executed contract (blue-back) - (see attachment)
3. Contract number: 35559 Date: 6/14/2016
4. Board Resolution – N/A
5. CPA Term: Commencing June 14, 2016 and ending June 30, 2018
6. Maximum compensation: \$150,000

Project Manager: H.R. Dept. – Cheryl Ho

Executive Director

Purchasing Manager/Buyer

7-9-18
Date

**FIRST SUPPLEMENTAL TO
PROFESSIONAL SERVICES AGREEMENT**

Between

**CITY OF OAKLAND, A MUNICIPAL CORPORATION,
ACTING BY AND THROUGH ITS BOARD OF PORT COMMISSIONERS
as the "Port of Oakland"**

And

KANEKO & KRAMMER CORP.

Doing business as

KOFF & ASSOCIATES, INC.

[As-needed Human Resources consulting services]

(Contract No. 35559-1)

Dated

July 5th, 2018

EXHIBITS

"A" Consultant and Consultant's Notice Address

"B" Existing Agreements

"C" Amendments

FIRST SUPPLEMENTAL AGREEMENT

THIS FIRST SUPPLEMENTAL AGREEMENT, dated 7/5/2018 (the effective date of this First Supplemental Agreement), by and between the **CITY OF OAKLAND**, a municipal corporation, acting by and through its Board of Port Commissioners, hereinafter called the "Port", and the Consultant identified on Exhibit "A" hereto, hereinafter called the "Consultant,"

WITNESSETH:

WHEREAS, the Port and Consultant have previously entered into an Agreement identified on Exhibit "B" hereto; and

WHEREAS, the parties hereto desire to amend said Agreement as set forth herein; now, therefore,

IT IS MUTUALLY AGREED as follows:

1. The Agreement shall be and the same is hereby amended as set forth in Exhibit "C" hereto.
2. This First Supplemental Agreement shall take effect the day and year first above written.
3. In all other respects, said Agreement, including the remainder of Paragraphs amended by this First Supplemental Agreement, is hereby ratified and confirmed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto thereunto duly authorized have caused these presents to be executed the day and year first above written.

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

By [Signature]
J. CHRISTOPHER LYTLE
Executive Director

Date: 7-2-18

KANEKO & KRAMMER CORP. doing business as KOFF & ASSOCIATES, INC.

By [Signature]
Georg S. Krammer, Chief Executive Officer & Secretary

Date: 6/25/18

Attest [Signature]
Catherine Kaneko, President & Treasurer

Date: 6/25/18

Approved as to form and legality this 5th day of July 2018.

[Signature]
DANNY WAN
Port Attorney

THIS AGREEMENT SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNLESS AND UNTIL SIGNED BY THE PORT ATTORNEY.

P.A.#: 2018-231

EXHIBIT "A"

CONSULTANT AND CONSULTANT'S NOTICE ADDRESS

Full Legal Name of Consultant: KANEKO & KRAMMER CORP., doing business as
KOFF & ASSOCIATES, INC.

Corporate Address: 2835 Seventh Street
Berkeley, CA 94710

Form of Business Entity (Check one)

- Sole proprietorship
 Corporation: State of California
 Partnership: General Limited
 Limited Liability Company
 Other: _____

If Corporation: (Required Information) Georg S. Krammer
Agent for Service of Process (Name and Address) 2835 Seventh Street
Berkeley, CA 94710

Contact Individual / Position: Georg S. Krammer, Chief Executive Officer

Telephone No.: (510) 658-5633

Facsimile No.: (510) 652-5633

E-Mail Address (if any): gkrammer@koffassociates.com

Website (if any): www.koffassociates.com

Tax Identification No.: 61-1493064

EXHIBIT "E"

EXISTING AGREEMENT(S)

Original Agreement

Date of Agreement: June 14, 2016

Resolution No. : N/A

Date of Adoption: N/A

EXHIBIT "C"

AMENDMENTS

1. **Extension of Term:** Subject to the provisions of this Agreement, the term is extended through June 30, 2020.
2. Appendix E (Project Manager) is hereby amended as follows:

"Michael Mitchell
Division Director/Technical Manager"

As of June 9, 2011, the following classifications have been deemed as common classifications between the City of Oakland and the Port of Oakland.

<u>PORT</u>	<u>CITY</u>
1. Account Clerk	Account Clerk II
2. Senior Account Clerk	Account Clerk III
3. Office Specialist I	Office Assistant II
4. Office Specialist II	Administrative Assistant I
5. Administrative Specialist	Administrative Assistant II
6. Carpenter	Carpenter
7. Gardener I	Gardener I
8. Gardener II	Gardener II
9. Gardener III	Gardener Crew Leader
10. Painter	Painter
11. Plumber	Plumber
12. Semiskilled Laborer	Public Works Maintenance Worker
13. Port Electrician*	Electrician*
14. Custodian**	Custodian**

The Port and the City have agreed that the following two classifications are Port-specific due to the following reasons and therefore they are exempt from the above common classifications:

*The Port Electrician – due to the “high voltage” experience required by the Port.

**Custodian – due to FAA security requirements. Port custodians must be able to pass a Criminal History Records Check (CHRC), a ten-year background check, and be fingerprinted for FBI clearance in order to work in the Security Identification Display Area (SIDA) at the Oakland International Airport. Additionally, the Port and City have agreed that due to recruitment requirements, both the City and the Port agreed to conduct separate examinations to accommodate internal candidates.



MEMORANDUM

DATE: October 18, 2018

TO: The Honorable Civil Service Board **FROM:** Jaime Pritchett
Principal Human Resource Analyst

THROUGH: Greg Preece, Human Resources Manager, Recruitment & Classification

THROUGH: Ian Appleyard, Director of Human Resources Management
Secretary to the Board

SUBJECT: Approval of New Classification Specifications for Transportation Planner I,
Transportation Planner II, and Transportation Planner III

Based upon a classification review at the request of the Oakland Department of Transportation (DOT), Human Resources Management has proposed the creation of a new series of classification specifications titled **Transportation Planner I/II/III**.

The department has been relying on the use of the Program Analyst series with selective certifications in Transportation for nearly a decade. It has become apparent that this approach is no longer the most appropriate way to staff positions and deliver services in the newly established Department of Transportation.

The proposed new Transportation Planner I, II, and III classifications represent the entry level, journey level, and advanced journey levels in the series.

Transportation Planner I: assists with the preparation, implementation, and evaluation of transportation studies, programs, and projects; collects, compiles, and analyzes data concerning transportation activities; designs and prepares visual materials; organizes and communicates transportation planning concepts; supports presentations to a variety of elected and appointed officials and community groups; drafts grants, funding, and reporting documents; and performs related duties as assigned.

Transportation Planner II: performs technical transportation planning work for the City of Oakland; prepares, implements, and evaluates transportation studies, programs, and projects; leads the analysis of the collection of data concerning transportation activities; designs, prepares, and presents visual materials; communicates transportation planning concepts, programs, and projects to a variety of elected and appointed officials and community groups; assists with grants, funding, and reporting documents; and performs related duties as assigned.

Transportation Planner III: leads technical transportation planning programs and projects for the City of Oakland; leads the preparation, implementation, and evaluation of transportation studies, programs, and projects; directs the collection and analysis of transportation data; oversees projects with lower level professional transportation planners and interns; evaluates and leads the communication of transportation planning concepts, programs, and projects to a variety of elected and appointed officials and community groups; finalizes grants, funding, and reporting documents; develops,

CIVIL SERVICE BOARD

Subject: New Transportation Planner I/II/III Classification Specifications

Date: October 18, 2018

Page 2

interprets, and coordinates complex transportation policy and planning work, including completion of written documents, plans, and reports; manages request for proposals and consultant work as needed; and performs related duties as assigned.

DOT has placeholders in the budget but will convert them to the appropriate positions once the new titles have been added to the Salary Schedule. These new descriptions will be used for upcoming recruitment processes to fill several vacancies in all three levels.

The International Federation of Professional and Technical Engineers (IFPTE, Local 21) was notified of the proposed new classification specifications. City staff and union representatives met on August 23 and September 20, 2018 to discuss the changes. In an email dated September 27, 2018, the union confirmed that they have no objections to the proposed new classification specifications.

The salary ordinance amendment to add these new classifications to the Salary Schedule is scheduled for the Finance and Management Committee meeting on October 23, 2018. Two readings of the ordinance are expected to occur in November and December 2018.

Additionally, no determination has been rendered regarding the “common class” status of this series of classifications. The "Common Class" Project is currently underway, and more information will be available in the future.

Staff recommends that the Civil Service Board approve the proposed new **Transportation Planner I, Transportation Planner II, and Transportation Planner III** classification specifications.

Attachments: Proposed New Transportation Planner I/II/III classification specifications.



TRANSPORTATION PLANNER I

Class Code: APXXX

Civil Service Classified

DEFINITION

Under direct supervision in the Oakland Department of Transportation, assists with the preparation, implementation, and evaluation of transportation studies, programs, and projects; collects, compiles, and analyzes data concerning transportation activities; designs and prepares visual materials; organizes and communicates transportation planning concepts; supports presentations to a variety of elected and appointed officials and community groups; drafts grants, funding, and reporting documents; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This is the entry level classification within the Transportation Planner series. Incumbents are responsible for routine transportation planning projects under direct supervision. This classification is distinguished from the journey-level Transportation Planner II in that the latter works on complex projects and may work independently.

Incumbents receive direction from the Transportation Planner II or III, Senior Transportation Planner or other management staff.

EXAMPLES OF DUTIES - *Duties may include, but are not limited to the following:*

Assist with the review of private development applications and public capital projects for bicycle, pedestrian, transit, delivery, parking, and automobile impacts. Recommend transportation system improvements or projects to ensure a safe, walkable, bikeable, and public transit-oriented City.

Assist with providing technical assistance and design review of area plans, corridor projects, and work by private development in the public right-of-way.

Participate in the preparation of a variety of transportation planning studies, designs, and specifications; conduct traffic and parking surveys; assist with creating transportation models and forecasts for advocacy and objective analysis.

Collect, organize, analyze, and present transportation-related data; generate and track metrics to measure performance against strategic goals.

Assist with developing and planning mobility projects and plans, including bicycle, pedestrian, delivery vehicle, and transit plans (working with transit agencies), parking programs, and emerging programs, such as: rideshare, car share, pedestrian plaza programs, parklets, curb management efforts, electric vehicles and charging stations, and autonomous vehicles.

Research best practices and participate in engaging Oakland's diverse communities in plans, programs, and projects, including the preparation of materials, identification of meeting sites, and engagement techniques.

Research best practices/principles of multi-modal planning, policy, design, engineering, demand analysis, and funding.

Assist with the preparation, revision, and review of environmental documents.

Assist with the preparation of grant applications.

Update and maintain databases, directories, websites, and social media outlets.

KNOWLEDGE AND ABILITIES

Knowledge of:

- Theory and practice of working in a team environment.
- Principles, practices, and current trends of transportation and community planning.
- Transportation research, survey design, implementation, and analytical methods.
- Principles and practices of customer service and community engagement.
- Standard grammar, spelling, and sentence structure.
- Personal computer and software applications, including graphics software, transportation modeling/traffic impacts software, and/or project management software and scheduling programs.

Ability to:

- Work as a vital part of a high-performance team.
- Read, interpret, and apply regulations, policies, and guidelines.
- Explain complex transportation rules, policies, and procedures and address planning related inquiries in a clear, concise, and easily understood manner to a wide variety of audiences.
- Manage multiple projects and deadlines simultaneously in a dynamic environment.
- Perform detailed and accurate work.
- Handle stressful and sensitive situations with tact and diplomacy.
- Carry out community engagement strategies to reach all communities.
- Set and meet project milestones and deadlines; solve problems; seek assistance when needed.
- Read, analyze, and evaluate statistical data.
- Respond professionally, effectively and efficiently to inquiries, complaints and requests for service from internal staff or the public.
- Effectively translate and present complex concepts to the public and senior staff.
- Utilize computer systems and software applications.
- Work a flexible schedule that may include weekends and evenings.
- Establish and maintain effective working relationships with those contacted in the performance of required duties.

MINIMUM QUALIFICATIONS

Any combination of education and experience that is equivalent to the following minimum qualifications is acceptable. Note: Experience may be substituted for education to allow for less typical patterns of qualification.

Education:

A Bachelor's degree from an accredited college or university in transportation, urban planning, public policy or administration, geography, business, economics or a related field.

Experience:

None required.

LICENSE OR CERTIFICATE

Successful incumbents in this position are expected to operate automotive vehicles in the performance of assigned duties. Due to the nature of the assignment and the hours worked, public transportation may not be a cost effective or efficient method for traveling to the various locations required. Individuals who are appointed to this position will be required to maintain a valid California Driver's License throughout the tenure of employment OR demonstrate the ability to travel to various locations in a timely manner as required in the performance of duties.

OTHER REQUIREMENTS

Work a flexible schedule that may include weekends and evenings.

FLEXIBLE STAFFING

Incumbents in the Transportation Planner I classification are eligible to promote to the Transportation Planner II classification in accordance with established City policy related to flexible staffing.

DEPT. OF HUMAN RESOURCES MANAGEMENT USE ONLY			
Established:	//	CSB Resolution #:	Salary Ordinance #:
Exempted:	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	Exemption Resolution #:	
Revision Date:	//	CSB Resolution #:	
Re-titled Date:	//	CSB Resolution #:	Salary Ordinance #:
(Previous title(s):)		



TRANSPORTATION PLANNER II

Class Code: APXXX

Civil Service Classified

DEFINITION

Under general supervision in the Oakland Department of Transportation, performs technical transportation planning work for the City of Oakland; prepares, implements, and evaluates transportation studies, programs, and projects; leads the analysis of the collection of data concerning transportation activities; designs, prepares, and presents visual materials; communicates transportation planning concepts, programs, and projects to a variety of elected and appointed officials and community groups; assists with grants, funding, and reporting documents; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This is the journey-level classification within the Transportation Planner series. Incumbents are responsible for complex transportation planning projects under general supervision, but may work independently. This classification is distinguished from the Transportation Planner I in that the latter works on routine transportation planning assignments under direct supervision. This classification is distinguished from the advanced journey-level Transportation Planner III in that the latter is assigned lead responsibility for transportation planning program responsibilities or complex larger projects.

Incumbents receive direction from the Transportation Planner III, Senior Transportation Planner or other management staff.

EXAMPLES OF DUTIES - *Duties may include, but are not limited to the following:*

Review the private development applications and public capital projects for bicycle, pedestrian, transit, delivery, parking, and automobile impacts. Recommend project mitigations, conditions of approval, and detailed design solutions to ensure a safe, walkable, bikeable, and public transit-oriented City.

Provide lead technical assistance and design review to area plans, corridor projects, and work by private development in the public right-of-way.

Lead the preparation of a variety of transportation planning studies, designs and specifications; conduct traffic and parking surveys; create transportation models and forecasts for advocacy and objective analysis.

Collect, organize, analyze, and present transportation-related data; generate and track metrics to measure performance against strategic goals.

Collaborate with entry-level staff to develop, plan, and organize mobility projects and plans, including bicycle, pedestrian, delivery vehicle, and transit plans (working with transit agencies), parking programs, and emerging programs, such as: rideshare, car share, pedestrian plaza programs, parklets, curb management efforts, electric vehicles and charging stations, and

autonomous vehicles.

Take initiative to engage Oakland's diverse communities in plans, programs, and projects, including the preparation of materials, identification of meeting sites, and engagement techniques.

Build upon and make recommendations to higher-level staff on best practices/principles of multi-modal planning, policy, design, engineering, demand analysis, and funding.

Write, edit, and review environmental documents.

Prepare and submit grant applications.

Ensure databases, directories, websites, and social media outlets and sites are up-to date.

Assist higher level staff to coordinate with consultants on projects and plans, overseeing scope, schedule, budget, and tracking of milestones and deliverables; track consultant contracts and review invoices for payment.

Assist in the coordination of regional transportation programs.

Assist in providing fiscal and status reports to supervisors on projects, plans, and programs.

KNOWLEDGE AND ABILITIES

Knowledge of:

- Theory and practice of working in a team environment.
- Principles, practices, and current trends of transportation and community planning.
- Transportation research, survey design, implementation, and analytical methods.
- Principles and practices of customer service and community engagement.
- Standard grammar, spelling, and sentence structure.
- Personal computer and software applications, including graphics software, transportation modeling/traffic impacts software, and/or project management software and scheduling programs.

Ability to:

- Work as a vital part of a high-performance team.
- Read, interpret, and apply regulations, policies, and guidelines.
- Explain complex transportation rules, policies, and procedures and address planning related inquiries in a clear, concise, and easily understood manner to a wide variety of audiences.
- Manage multiple projects and deadlines simultaneously in a dynamic environment.
- Perform detailed and accurate work.
- Handle stressful and sensitive situations with tact and diplomacy.
- Carry out community engagement strategies to reach all communities.
- Set and meet project milestones and deadlines; solve problems; seek assistance when needed.

- Read, analyze, and evaluate statistical data.
- Respond professionally, effectively, and efficiently to inquiries, complaints, and requests for service from internal staff or the public.
- Effectively translate and present complex concepts to the public and senior staff.
- Utilize computer systems and software applications.
- Work a flexible schedule that may include weekends and evenings.
- Establish and maintain effective working relationships with those contacted in the performance of required duties.

MINIMUM QUALIFICATIONS

Any combination of education and experience that is equivalent to the following minimum qualifications is acceptable. Note: Experience may be substituted for education to allow for less typical patterns of qualification.

Education:

A Bachelor's degree from an accredited college or university in transportation, urban planning, public policy or administration, geography, business, economics or a related field.

Experience:

Two (2) years of progressively responsible experience in transportation-related planning or another relevant field.

LICENSE OR CERTIFICATE

Successful incumbents in this position are expected to operate automotive vehicles in the performance of assigned duties. Due to the nature of the assignment and the hours worked, public transportation may not be a cost effective or efficient method for traveling to the various locations required. Individuals who are appointed to this position will be required to maintain a valid California Driver's License throughout the tenure of employment OR demonstrate the ability to travel to various locations in a timely manner as required in the performance of duties.

OTHER REQUIREMENTS

Work a flexible schedule that may include weekends and evenings.

FLEXIBLE STAFFING

Incumbents in the Transportation Planner I classification are eligible to promote to the Transportation Planner II classification in accordance with established City policy related to flexible staffing.

DEPT. OF HUMAN RESOURCES MANAGEMENT USE ONLY		
Established: / /	CSB Resolution #:	Salary Ordinance #:
Exempted: Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	Exemption Resolution #:	

Revision Date: / /	CSB Resolution #:	
Re-titled Date: / /	CSB Resolution #:	Salary Ordinance #:
(Previous title(s):)		



TRANSPORTATION PLANNER III

Class Code: APXXX

Civil Service Classified

DEFINITION

Under general supervision in the Oakland Department of Transportation, leads technical transportation planning programs and projects for the City of Oakland; leads the preparation, implementation, and evaluation of transportation studies, programs, and projects; directs the collection and analysis of transportation data; oversees projects with lower level professional transportation planners and interns; evaluates and leads the communication of transportation planning concepts, programs, and projects to a variety of elected and appointed officials and community groups; finalizes grants, funding, and reporting documents; develops, interprets, and coordinates complex transportation policy and planning work, including completion of written documents, plans, and reports; manages request for proposals and consultant work as needed; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey level classification within the Transportation Planner series. Incumbents are responsible for transportation planning program activities as well as larger and more complex projects of moderate difficulty which require some independent judgment. This classification is distinguished from the higher-level transportation supervisor, which is a supervisory level classification. It is further distinguished from the journey level Transportation Planner II in that the latter is assigned to assist the Transportation Planner III or Transportation Supervisor on larger and more complex projects.

Incumbents receive direction from the Senior Transportation Planner or other management staff, and may provide direction to lower level professional transportation planners, interns, and administrative support staff.

EXAMPLES OF DUTIES - *Duties may include, but are not limited to the following:*

Oversee review of the private development applications and public capital projects for bicycle, pedestrian, transit, delivery, parking, and automobile impacts. Recommend project mitigations, conditions of approval, and detailed design solutions to ensure a safe, walkable, bikeable, and public transit-oriented City prior to forwarding to the supervisor.

Perform final review of area plans, corridor projects, and work by private development in the public right-of-way.

Review and discuss the preparation of a variety of transportation planning efforts with the Transportation Supervisor or management staff, including studies, designs and specifications; conduct traffic and parking surveys; transportation models and forecasts for advocacy and objective analysis.

Oversee the collection, organization, analysis, and presentation of transportation-related data; ensure that metrics measure performance against strategic goals.

Oversee the development, planning, implementation, and administration of transportation projects and plans, including bicycle, pedestrian, parking, transit plans (working with transit agencies); parking programs, and emerging programs, such as: rideshare, car share, pedestrian plaza programs, parklets, curb management efforts, electric vehicles and charging stations, and autonomous vehicles to include coordination with regional and local agencies and private vendors.

Work in partnership and collaboration with other sections of DOT, take oversight responsibility for engaging Oakland's diverse communities in plans, programs, and projects, including the staff preparation of materials, identification of meeting sites, and engagement techniques put into action.

Use best practices/principles of multi-modal planning, policy, design, engineering, demand analysis, and funding to drive innovative transportation actions. Prepare comprehensive studies/reports based on lower level staff research, historical research, and budget/cost analysis to support policy decisions; advocate funding needs; and assess future financial trends, opportunities, and constraints.

Supervise the review and preparation of all facets of environmental documents.

Review grant applications for final submittal.

Ensure databases, directories, websites, and social media outlets and sites are up-to date.

Take primary responsibility for coordinating with consultants on projects and plans, overseeing scope, schedule, budget, and tracking of milestones and deliverables; track consultant contracts and review invoices for payment.

Coordinate regional and county-based programs such as the Alameda County Safe Routes to School Programs and Safe Routes to Transit programs.

Provide fiscal and status reports to the Transportation Supervisor on projects, plans, and programs.

Perform planning, strategic thinking, project management, and policy analysis in support of the assigned area/function to ensure the department is positioned to accomplish its mission.

Serve as a City of Oakland program coordinator for pedestrian, bicycle, shared, transit, parking, or other transportation mode, and facility services. Take responsibility for program and project budgets, appropriations, expenditures, and operations funding in support of the Senior Transportation Planner.

Ensure processes, policies, and practices are interpreted and applied consistently and effectively; ensure accountability and compliance with all current and applicable department policies and procedures.

May provide lead direction to lower level transportation professionals, student trainees, and clerical support staff as needed

KNOWLEDGE AND ABILITIES

Knowledge of:

- Theory and practice of working in a team environment.
- Principles, practices, and current trends of transportation and community planning.
- Transportation research, survey design, implementation, and analytical methods.
- Principles and practices of customer service and community engagement.
- Standard grammar, spelling, and sentence structure.
- Personal computer and software applications, including graphics software, transportation modeling/traffic impacts software, and/or project management software and scheduling programs.
- Potential impacts of population growth or reduction, demographics, business and residential development, land use opportunities, as well as city projects and programs affecting transportation infrastructure.
- Bicycle, pedestrian, transit and parking planning, and facility design.
- Principles of supervision and training.

Ability to:

- Work as a vital part of a high-performance team.
- Read, interpret, and apply regulations, policies, and guidelines.
- Explain complex transportation rules, policies, and procedures and address planning related inquiries in a clear, concise, and easily understood manner to a wide variety of audiences.
- Manage multiple projects and deadlines simultaneously in a dynamic environment.
- Perform detailed and accurate work.
- Handle stressful and sensitive situations with tact and diplomacy.
- Carry out community engagement strategies to reach all communities.
- Set and meet project milestones and deadlines; solve problems; seek assistance when needed.
- Read, analyze, and evaluate statistical data.
- Respond professionally, effectively, and efficiently to inquiries, complaints, and requests for service from internal staff or the public.
- Effectively translate and present complex concepts to the public and senior staff.
- Work a flexible schedule that may include weekends and evenings.
- Perform planning, strategic thinking, project management and policy analysis in support of the assigned area/function to ensure the department is positioned to accomplish its mission.
- Review and analyze statistical data, proposed policies, laws, practices, etc., and prepare narrative summary reports and recommendations.
- Prepare and present complex descriptive and quantitative reports with recommendations.
- Lead and motivate assigned staff.

- Utilize computer systems and software applications.
- Establish and maintain effective working relationships in the performance of assigned duties.

MINIMUM QUALIFICATIONS

Any combination of education and experience that is equivalent to the following minimum qualifications is acceptable. Note: Experience may be substituted for education to allow for less typical patterns of qualification.

Education:

A Bachelor's degree from an accredited college or university in transportation, urban planning, public policy or administration, geography, business, economics or a related field.

Experience:

Four (4) years of progressively responsible experience in transportation-related planning or another relevant field.

LICENSE OR CERTIFICATE

Successful incumbents in this position are expected to operate automotive vehicles in the performance of assigned duties. Due to the nature of the assignment and the hours worked, public transportation may not be a cost effective or efficient method for traveling to the various locations required. Individuals who are appointed to this position will be required to maintain a valid California Driver's License throughout the tenure of employment OR demonstrate the ability to travel to various locations in a timely manner as required in the performance of duties.

Possession of American Institute of Certified Planners (AICP) Certification is desirable but not required.

OTHER REQUIREMENTS

Work a flexible schedule that may include weekends and evenings.

DEPT. OF HUMAN RESOURCES MANAGEMENT USE ONLY			
Established: / /	CSB Resolution #:	Salary Ordinance #:	
Exempted: Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	Exemption Resolution #:		
Revision Date: / /	CSB Resolution #:		
Re-titled Date: / /	CSB Resolution #:	Salary Ordinance #:	
(Previous title(s):)			



CITY OF OAKLAND

STAFF REPORT

DATE: October 18, 2018

TO: THE HONORABLE CIVIL SERVICE BOARD

FROM: Jaime Pritchett, Principal Human Resource Analyst

THROUGH: Greg Preece, Human Resources Manager

THROUGH: Ian Appleyard, Director of Human Resources Management

SUBJECT: Quarterly Update Regarding Pending Classification Studies Pursuant to Rule 3.04(f) of the Personnel Manual (Civil Service Rules)

The Personnel Manual (Civil Service Rules) section 3.04 (f) “Quarterly Updates” requires that the Personnel Director provide quarterly updates regarding outstanding Classification Studies to the Board and include an explanation of the delay for all studies that have been in progress for more than one year. The Board was last provided with a report in July (for quarter end June 30, 2018). This report also provides an update on classification specifications that are currently under review.

Classification Studies

Attachment A is a report of all outstanding classification studies for the quarter ending September 30, 2018. During this reporting period, three (3) studies were completed, zero (0) studies were canceled, and five (5) new studies were received. There are currently nineteen (19) active classification studies.

EXPLANATION OF DELAYS

Four (4) active studies have passed the one-year mark:

- Contract Compliance Officer
- Librarian II
- Contract Compliance Officer, Senior
- Program Analyst I

The delays were due to competing demands and resource allocation issues. HRM is continuing to address the backlog while focusing on other urgent priorities but recognizes studies are still rolling overdue in the meantime. All Human Resource Analysts are in the process of being trained on how to conduct classification studies and are carrying at least one classification study each. Progress is slow due to the learning curve but we are making incremental gains. By building capacity among staff, the intent is to have more trained individuals who can complete studies rather than relying on the same staff analyst every time. HRM remains focused on making improvements that will ensure classification study requests are addressed as quickly as possible in the current environment.

Note: The two related City Administrator Analyst requests that were received on November 4, 2016 and March 20, 2018 were completed on July 11, 2018. The request from 2016 rolled

CIVIL SERVICE BOARD

Subject: Quarterly Classification Study Report

Date: October 18, 2018

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overdue for the same reasons as mentioned above but was closed during this reporting period, as predicted.

Classification Specification Review

Attachment B is a report of outstanding requests for classification specification reviews for the quarter ending September 30, 2018, showing a total of one hundred two (102) classifications: during this reporting period there were ten (10) classification revisions or creations completed and approved by the Civil Service Board and two (2) classification specification reviews were canceled; there are seven (7) classifications being advanced by HRM to the Board for the October 18, 2018, meeting; an additional sixteen (16) are in the queue for discussion with the representative union and advancement to the Board in the near future; there are fifty-one (51) classification specification reviews assigned and under review by analysts; and there are an additional sixteen (16) for which HRM has received requests that have not yet been assigned. Classification creation and revision work will be distributed among all analysts as part of the overall efforts to increase their flexibility and our responsiveness to organizational needs.

Status	Qty
Approved by CSB or Closed During Quarter	12
Scheduled to CSB for Approval	7
Under Review for Scheduling of Meet & Confer with Representative Union	16
Assigned to Analyst for Review	51
Pending for Assignment	16
TOTAL	102

For questions regarding this report, please contact Jaime Pritchett, Principal Human Resource Analyst, at (510) 238-4735.

Attachment A – Classification Studies (Desk Audits) as of September 30, 2018

Attachment B – Classification Specifications under review as of September 30, 2018

**City of Oakland - Human Resources Management
Classification Studies**

	Department	Classification	Date Received	Date Complete	Days Elapsed	Pending 1+ yr?	Status
1	FINANCE	City Administrator Analyst	11/4/2016	7/11/2018		Yes	Completed.
2	CAO	Contract Compliance Officer	11/7/2016			Yes	Anticipated completion in October 2018.
3	LIBRARY	Librarian II	3/7/2017			Yes	Anticipated completion in October 2018.
4	CAO	Contract Compliance Officer, Senior	3/16/2017			Yes	Anticipated completion in October 2018.
5	OFD	Program Analyst I	5/9/2017			Yes	Anticipated completion in October 2018.
6	EWD	Program Analyst I	10/10/2017			No	In progress.
7	LIBRARY	Librarian, Supervising	10/25/2017			No	In progress.
8	OPW	Administrative Assistant II	11/8/2017			No	In progress.
9	FINANCE	Tax Auditor II	11/14/2017			No	In progress.
10	HSD	Accountant II	12/21/2017			No	In progress.
11	EWD	Program Analyst II	12/21/2017			No	In progress.
12	FINANCE	City Administrator Analyst	3/20/2018	7/11/2018		No	Completed.
13	FINANCE	Cashier	4/9/2018			No	In progress.
14	CAO	Contract Compliance Officer	5/1/2018			No	In progress.
15	FINANCE	Tax Auditor II	5/18/2018	9/28/2018		No	Completed.
16	OPD	Police Services Technician II	5/29/2018			No	Pending assignment.
17	EWD	City Administrator Analyst	6/18/2018			No	Pending assignment.
18	PBD	Business Analyst IV	7/19/2018			No	New assignment.
19	FINANCE	Financial Analyst	8/6/2018			No	New assignment.
20	FINANCE	Budget & Operations Analyst III	8/6/2018			No	New assignment.
21	ITD	Information Systems Specialist II	9/20/2018			No	New assignment.
22	OPW	Administrative Assistant II	9/27/2018			No	New assignment.

**City of Oakland - Human Resources Management
Status of Classification Specification Reviews**

ATTACHMENT B

CLASS	DEPT	TITLE	REP	TYPE	NOTES
CLOSED THIS QUARTER (12)					
TBD	FINANCE	Budget & Management Analyst	TBD	NEW SPEC	Approved at 7/19/18 CSB Meeting
TBD	FINANCE	Budget & Management Analyst, Principal	TBD	NEW SPEC	Approved at 7/19/18 CSB Meeting
TBD	FINANCE	Budget & Management Analyst, Senior	TBD	NEW SPEC	Approved at 7/19/18 CSB Meeting
SC116	OPW	Clean Community Supervisor	UH1	SPEC REVISION	Approved at 9/20/18 CSB Meeting
SC129	HSD	Cook, Supervising (formerly Cook III)	UH1	SPEC REVISION	Approved at 7/19/18 CSB Meeting
PP174	HSD	Early Head Start Instructor	SD1	SPEC REVISION	Approved at 9/20/18 CSB Meeting
TR141	OPW	Gardener I	SC1	SPEC REVISION	Canceled by department 9/7/18
TBD	HSD	Head Start / Early Head Start Assistant Teacher	TBD	NEW SPEC	Approved at 9/20/18 CSB Meeting
PP158	OPW	Litter/Nuisance Enforcement Officer	SC1	SPEC REVISION	Approved at 8/16/18 CSB Meeting
MA107	CITYWIDE	Manager, Capital Improvement Program	UM1	SPEC REVISION	Approved at 8/16/18 CSB Meeting
TBD	FINANCE	Manager, Finance	TBD	NEW SPEC	Approved at 7/19/18 CSB Meeting
ET121	DOT	Transportation Engineer, Supervising	TM2	SPEC REVISION	Canceled by department 7/19/18
SCHEDULED (7)					
SC103	CAO	Animal Control Supervisor	UH1	SPEC REVISION	Scheduled for 10/18/18 CSB Meeting
TR140	OPW	Gardener Crew Leader	SC1	SPEC REVISION	Scheduled for 10/18/18 CSB Meeting
TR142	OPW	Gardener II	SC1	SPEC REVISION	Scheduled for 10/18/18 CSB Meeting
TR162	OPW	Park Equipment Operator	SC1	SPEC REVISION	Scheduled for 10/18/18 CSB Meeting
TBD	DOT	Transportation Planner I	TBD	NEW SPEC	Scheduled for 10/18/18 CSB Meeting
TBD	DOT	Transportation Planner II	TBD	NEW SPEC	Scheduled for 10/18/18 CSB Meeting
TBD	DOT	Transportation Planner III	TBD	NEW SPEC	Scheduled for 10/18/18 CSB Meeting
PENDING MEET & CONFER (16)					
AF002	CITYWIDE	Accountant I	SD1	SPEC REVISION	For 10/19/18 Local 1021 meeting
AF021	CITYWIDE	Accountant II	SD1	SPEC REVISION	Finalizing proposed spec revisions with departments
AP144	CPRA	Complaint Investigator III	TW1	SPEC REVISION	In progress with Local 21
SC124	OPW	Construction & Maintenance Supervisor I	UH1	SPEC REVISION	For 10/18/18 Local 21 meeting
MA112	OPW	Construction & Maintenance Supervisor II	UH1	SPEC REVISION	For 10/18/18 Local 21 meeting
TBD	CITYWIDE	Courier	TBD	NEW SPEC	For 10/19/18 Local 1021 meeting
EM143	PBD	Deputy Director - Building Official	UM1	SPEC REVISION	For 10/18/18 Local 21 meeting
TC143	OFD	Fire Equipment Technician	SB1	SPEC REVISION	Department is taking off hold status; will resume
PS140	OFD	Fire Marshal, Assistant (Sworn)	FQ1	SPEC REVISION	Pending submission to Local 55
EM185	HCDD	Manager, Housing Development	UM1	SPEC REVISION	For 10/18/18 Local 21 meeting
PS162	OPD	Police Communications Dispatcher	SC1	SPEC REVISION	Meetings will resume with Local 1021
PS163	OPD	Police Communications Operator	SC1	SPEC REVISION	Meetings will resume with Local 1021

**City of Oakland - Human Resources Management
Status of Classification Specification Reviews**

ATTACHMENT B

CLASS	DEPT	TITLE	REP	TYPE	NOTES
PS170	OPD	Police Property Specialist	SC1	SPEC REVISION	For 10/19/18 Local 1021 meeting
AP308	EWD	Real Estate Agent	TF1	SPEC REVISION	For 10/18/18 Local 21 meeting
TBD	OPW	Sign Technician II	TBD	NEW SPEC	For 10/19/18 Local 1021 meeting
TR186	OPW	Sign Technician I (Traffic Sign Maker)	SC1	SPEC REVISION	For 10/19/18 Local 1021 meeting
IN PROGRESS (51)					
AF031	CITYWIDE	Accountant III	UH1	SPEC REVISION	Finalizing proposed spec revisions with departments
TR203	OPD	Animal Care Attendant	SC1	SPEC REVISION	In the queue for meeting with Local 1021
TBD	PBD	Assistant Director of Planning & Building	TBD	NEW SPEC	SOA and exemption reso for 10/23 FMC; tentatively scheduled for 11/15 CSB Meeting.
PS180	OFD	Battalion Chief	FQ1	SPEC REVISION	Preparing proposed spec revisions for department review
PS104	OFD	Captain of Fire	FQ1	SPEC REVISION	Preparing proposed spec revisions for department review
PS107	OPD	Captain of Police	UN2	NEW SPEC	Collecting job analysis information for draft class spec
EM131	LIBRARY	Chief Curator of AAMLO	UM1	SPEC REVISION	Preparing proposed spec revisions for department review
EM122	OPD	Chief of Police	UN1	NEW SPEC	Drafting new class spec
MA109	CAO	City Administrator Analyst	U31	NEW SPEC	Preparing proposed class spec for department review
TBD	OFD	CORE Instructor, PT	TBD	NEW SPEC	Department reviewing proposed draft
SC130	OPW	Custodial Services Supervisor I	UH1	SPEC REVISION	Finalizing proposed spec revisions with department
EM135	OPD	Deputy Chief of Police	UN2	NEW SPEC	Drafting new class spec
AP252	CITYWIDE	Development Specialist III	TW1	SPEC REVISION	Preparing proposed spec revisions for department review
EM103	FINANCE	Director of Finance	UK1	NEW SPEC	Drafting new class spec
EM264	DOT	Director of Transportation	UK1	NEW SPEC	Drafting new class spec
TBD	DOT	Director of Transportation, Assistant	TBD	NEW SPEC	Drafting new class spec
PS119	OFD	Engineer of Fire	FQ1	SPEC REVISION	Preparing proposed spec revisions for department review
PS129	OFD	Fire Fighter	FQ1	SPEC REVISION	Finalizing proposed spec revisions with department

**City of Oakland - Human Resources Management
Status of Classification Specification Reviews**

ATTACHMENT B

CLASS	DEPT	TITLE	REP	TYPE	NOTES
PS184	OFD	Fire Fighter Paramedic	FQ1	SPEC REVISION	Finalizing proposed spec revisions with department
PS139	OFD	Fire Investigator	FQ1	SPEC REVISION	Preparing proposed spec revisions for department review
EM168	OFD	Fire Marshal (Sworn)	UU1	SPEC REVISION	Finalizing proposed spec revisions with department
MA148	OFD	Fire Marshal, Assistant (Non-Sworn)	UM2	SPEC REVISION	Preparing meet and confer notice for union.
PS142	OFD	Fire Prevention Bureau Inspector (Civilian)	SC1	SPEC REVISION	Finalizing proposed spec revisions with department
SS129	HRM	Human Resource Clerk	TA1	SPEC REVISION	Finalizing proposed spec revisions with department
TC117	HRM	Human Resource Technician	TW1	SPEC REVISION	Finalizing proposed spec revisions with department
PS149	OFD	Lieutenant of Fire	FQ1	SPEC REVISION	Preparing proposed spec revisions for department review
PS194	OPD	Lieutenant of Police	PP1	NEW SPEC	Collecting job analysis information for draft class spec
TBD	DOT	Manager, Transportation Bureau	TBD	NEW SPEC	Drafting new class spec
SC193	OPW	Park Supervisor I	UH1	SPEC REVISION	Back again to further revise education MQs
TR164	OPD	Parking Control Technician	SC1	SPEC REVISION	In the queue for meeting with Local 1021
TR168	OPW	Parking Meter Repair Worker	SB1	SPEC REVISION	Held one meeting with Local 1021; collecting additional information; will schedule a follow-up meeting when research has concluded.
ET130	PBD	Permit Technician I	SD1	SPEC REVISION	Finalizing proposed spec revisions with department
ET131	PBD	Permit Technician II	SD1	SPEC REVISION	Finalizing proposed spec revisions with department
AP282	PBD	Planning Investigator	SD1	SPEC REVISION	New assignment
PS161	OPD	Police Cadet	UG1	NEW SPEC	Draft developed; pending supervisor review & department feedback
PS164	OPD	Police Communications Supervisor	UH1	SPEC REVISION	Finalizing proposed spec revisions with department
AP290	PBD	Process Coordinator II	SD1	SPEC REVISION	Finalizing proposed spec revisions with department

**City of Oakland - Human Resources Management
Status of Classification Specification Reviews**

ATTACHMENT B

CLASS	DEPT	TITLE	REP	TYPE	NOTES
SC202	PBD	Process Coordinator III	TW1	SPEC REVISION	Finalizing proposed spec revisions with department
EM200	FINANCE	Purchasing Manager	UM1	NEW SPEC	Drafting new class spec
PS179	OPD	Sergeant of Police	PP1	NEW SPEC	Collecting job analysis information for draft class spec
TR175	OPW	Sewer Maintenance Leader	SC1	SPEC REVISION	Future Local 1021 meeting date to be determined
TR176	OPW	Sewer Maintenance Worker	SC1	SPEC REVISION	Future Local 1021 meeting date to be determined
IS119	PBD	Specialty Combination Inspector	SD1	SPEC REVISION	Preparing proposed spec revisions for department review
IS120	PBD	Specialty Combination Inspector, Senior	SD1	SPEC REVISION	Preparing proposed spec revisions for department review
TR178	OPW	Stationary Engineer	SB1	SPEC REVISION	In initial discussion with department about assignment
TR185	OPW	Traffic Painter	SB1	SPEC REVISION	Preparing proposed spec revisions for department
TR187	DOT	Transportation Planner, Senior	UM2	SPEC REVISION	Finalizing proposed spec revisions with department
TR188	OPW	Tree High Climber	SC1	SPEC REVISION	Received proposed spec revisions from department; under review prior to submission to union
SC229	OPW	Tree Supervisor I	UH1	SPEC REVISION	Back again to further revise education MQs
AP348	EWD	Urban Economic Analyst III	TW1	SPEC REVISION	Preparing proposed spec revisions for department review
TBD	OFD	US&R Instructor, PT	TBD	NEW SPEC	Department reviewing proposed draft.
PENDING ASSIGNMENT (16)					
EM118	CITYWIDE	Assistant to the Director	UM1	SPEC REVISION	UM1/UM2 follow up; update draft spec
EM127	CLERK	City Clerk, Assistant	UM1	SPEC REVISION	UM1/UM2 follow up; update draft spec
MA113	CAO	Controller	UK2	DRAFT/REVISE	Pending analyst assignment
EM220	PBD	Director of Building & Planning	UK1	NEW SPEC	Pending analyst assignment
NEW	EWD	Director of Economic & Workforce Development	UK1	NEW SPEC	Draft pending CAO approval
EM154	HCDD	Director of Housing & Community Development	UK1	NEW SPEC	Draft pending CAO approval
EM264	DOT	Director of Transportation	UK1	NEW SPEC	
PP121	OPW	Environmental Services Intern	TW1	NEW SPEC	Assess classification as part of cleanup and clarification of intern classifications
SS120	ATTY	Exec Asst to Asst City Attorney	UM1	SPEC REVISION	UM1/UM2 follow up; update draft spec
SS121	CAO	Executive Asst to the Assistant City Administrator	U31	SPEC REVISION	Draft pending CAO approval

**City of Oakland - Human Resources Management
Status of Classification Specification Reviews**

ATTACHMENT B

CLASS	DEPT	TITLE	REP	TYPE	NOTES
SS126	CAO	Executive Asst to the City Administrator	U31	SPEC REVISION	Draft pending CAO approval
EM242	CAO	Inspector General	UK1	NEW SPEC	Initially approved by CSB 4/11/13; June 2013 - new revisions under discussion
SS142	CITYWIDE	Management Intern	TA1	NEW SPEC	Pending analyst assignment
NEW	CAO	Neighborhood Services Program Manager	TBD	NEW SPEC	Pending analyst assignment
SS164	CITYWIDE	Planning Intern/Housing Intern	UG1	SPEC REVISION	Broaden existing class to include Housing or merge with/revise Student Trainee. Cleanup and clarification of intern classifications
AP340	ITD	Telephone Services Specialist	IE1	SPEC REVISION	Awaiting proposed spec revisions from department



STAFF REPORT

DATE: October 18, 2018

TO: THE HONORABLE CIVIL SERVICE BOARD

FROM: Ian Appleyard, Director of Human Resources Management

SUBJECT: Informational Report Regarding a Proposed Temporary Change to the Provisional Appointment Rule

The purpose of this information report is to make the Board aware that the City of Oakland and the Service Employees International Union, Local 1021 (SEIU, L1021) are exploring solutions to fill vacancies in the Public Works Maintenance Worker (PWMW) classification. It is critical that this classification, which has approximately 20 vacancies, is staffed immediately.

The Personnel Manual provides that an agreement between the City and a Union representing City employees shall supersede a particular rule if there is a conflict. In this instance, the City is discussing an agreement with SEIU, L1021 that temporarily expands the rule governing provisional appointments, Rule 5.06 (a), which states:

Section 5.06 – Temporary Appointments.

(a) Provisional Appointments: A Department Head, with the approval of the Personnel Director, subject to ratification of the Board, may make provisional appointments, in the absence of an eligible list, for any position in which a vacancy may occur. No such provisional appointment shall continue after regular appointment from an eligible list, nor, in any event, shall such appointments continue for more than 120 calendar days. Provisional appointees may not be placed in permanent employment without successfully competing in a selection process.

In cases where the appointing authority desires to fill a vacancy by provisional appointment, candidates must be eligible to compete in the examination for that vacancy.

The eligible lists, restricted and open, for the PWMW classification were established June 22, 2016. The restricted eligible list expired June 22, 2018 and the open eligible list is scheduled to expire December 22, 2018. Given the current recruitment workload schedule, a recruitment is scheduled to begin in March, 2019.

The parties are exploring the expansion of the 120-day limit for a specific time period for the PWMW classification only. All provisional appointments would be required to meet minimum qualifications, be approved by the Department Head and Personnel Director, and be ratified by the Board. The purpose of this report is to make the Board aware of these discussions. Once an agreement is reached, more specific details will be shared.

JAHMAL T. DAVIS
PARTNER
DIRECT DIAL (415) 995-5815
DIRECT FAX (415) 995-3489
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October 15, 2018

VIA EMAIL (TPulliam@Oaklandca.gov) AND REGULAR U.S. MAIL

Civil Service Board
City of Oakland
150 Frank Ogawa Plaza, 2nd Floor
Oakland, CA 94612

**Re: Appeal of Probationary Release by Port of Oakland Probationary Employee
Rosemary Arguello
Port of Oakland Amended Position Statement/Exhibits**

To the Honorable Members of the City of Oakland Civil Service Board:

Please consider this correspondence and attached exhibits as the amended position statement submitted by the Port of Oakland (the "Port") in response to the appeal filed by Ms. Rosemary Arguello concerning her July 23, 2018 Notice of Probationary Release. (A copy of the appeal is attached as Exhibit A.)

The Port terminated Ms. Arguello's employment during her probationary period based on its determination that she was not a good fit for the position of Airport Operations Specialist. (A copy of the termination letter is attached as Exhibit B.) Ms. Arguello has appealed her termination on the grounds that the Port did not comply with Port Personnel Rules and Procedures sections 6.04 and 6.05. However, as explained below, Ms. Arguello's appeal is unfounded.

Consistent with section 6.05 of the Port's rules and procedures, which provides that the Port may terminate an employee "[a]t any time during the probationary period," the Port terminated Ms. Arguello during month eight (8) of her nine (9) month probationary period. The Port did so based on its determination that she was not a good fit. Ms. Arguello's reliance on section 6.04 is misplaced. That section provides in part: "Upon favorable report, the appointment of the employee shall be deemed to be permanent at the expiration of the probationary period." (*Emphasis added.*) Although Ms. Arguello did receive a favorable interim performance review in April 2018, based on the Port's overall evaluation of her performance—which took into consideration an earlier unfavorable review—the Port decided to terminate her well before the expiration of the probationary period. Once the Port determined that Ms. Arguello was not a good fit for the job, she was ineligible to transition to permanent status pursuant to section 6.04.

Based on its determination during the probationary period that Ms. Arguello was not a good fit for the position of Airport Operations Specialist, the Port exercised its discretion and terminated her employment consistent with the Port Personnel Rules and Procedures. Thus, the Port respectfully requests that the Civil Service Board deny Ms. Arguello's appeal.

I. APPLICABLE PORT PERSONNEL RULES AND PROCEDURES

The Port's Personnel Rules and Procedures (the "Rules") governing probationary employees are set forth in Rule 6 (Probationary Period, Sections 6.01 – 6.07), a copy of which is attached as Exhibit C.

Section 6.01 (Probationary Period) states in relevant part:

Every person appointed or promoted to a permanent position in the competitive civil service [...] shall serve a period of probation while occupying such position, which shall be considered a part of the test for fitness [...] The probationary period shall be an essential part of the selection process, and shall be utilized for the most effective adjustment of a new employee and for the removal or demotion of any probationary employee whose performance does not meet the required standard of performance. (*Emphasis added.*)

Section 6.04 (Performance Rating During Probationary Period) states in relevant part:

Upon a favorable report, the appointment of the employee shall be deemed to be permanent at the expiration of the probationary period. In the event of an unfavorable report, the Executive Director or his/her designee shall notify the Port's Director of Human Resources and the employee, at least five (5) working days in advance, that he/she will be removed from the position no later than the final date of the probationary period.

Section 6.05 (Removal or Demotion of Employee During Probationary Period) states in relevant part:

At any time during the probationary period [...] an employee may be removed from her/his current position [...] (*Emphasis added.*)

(a) [...] and he/she shall be considered permanently separated from that position without right to appeal to the Civil Service Board except as set forth in section 6.06

Section 6.06 (Limited Rights of an Employee During Probationary Period) states in relevant part:

The right of an employee to appeal to the Civil Service Board because of her/his permanent separation from her/his position during his/her probationary period shall be limited to the following:

(a) Failure of the Executive Director or his/her designee to comply with section 6.04 of these Rules;

(b) Failure of the Executive Director or his/her designee to comply with section 6.05 of these Rules;

(c) Discrimination against an employee during such probationary period on the basis of race, color, religion/religious creed, marital status, national origin/ancestry, sex, gender identify, gender expression, pregnancy, sexual orientation, physical or mental disability, medical condition, genetic information, AIDS/HIV status, military or veteran status, age, citizenship or on any other status protected by federal, state or local law.

Section 6.07 (Procedure to Be Used In Appeals and Hearings Under Section 6.06) states in relevant part:

(a) [...]

iii. The appeal shall state the sub-section of section 6.06 of these rules upon which it is based and a statement of the facts upon which such appeal is based.

II. APPLICABLE PROVISIONS OF THE MOU BETWEEN THE PORT AND THE UNION

Pursuant to Article 7 (Hiring, Layoff and Rehiring) of the Memorandum of Understanding ("MOU") between SEIU Local 1021 and the Port of Oakland, "the probationary period of any employee filling an entry-level position shall not exceed nine (9) months in duration." (Article 7.A.1 "Length of Probationary Period," a copy of which is attached as Exhibit D.)

Separately, Article 5 of the MOU provides for the grievance procedure applicable to Port employees who elect to grieve a discharge. The applicable provisions of Article 5 are as follows:

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

5.C Fourth Step Option Civil Service Option in Discipline and Discharge. In the case of a grievance concerning discharge or disciplinary action against an employee, the Union or employee may elect to submit such grievance to the Civil Service Board instead of to an arbitrator. The filing of the grievance in accordance with the provision of 5.B.3 shall satisfy the requirement of the Personnel Ordinance that the employee gives notice of intent to appeal a discharge or disciplinary action. (emphasis added)

III. STATEMENT OF FACTS

The Port hired Ms. Arguello to the position of Airport Operations Specialist effective November 20, 2017. As a condition of her employment, she was required to serve a nine (9) month period

of probation in accordance with Rule 6 (Probationary Period) and Article 7.A.1 of the MOU, both referenced above and attached as Exhibits C and D, respectively.

During the initial training portion of her probationary period, Ms. Arguello was supervised by Dion Bailey and Francisco Flores, two of the Port's Duty Managers. Consistent with Section 6.04 of the Rules, Mr. Bailey, with input from Mr. Flores, completed an interim performance review in February 2018, after three months of employment. The review rated Ms. Arguello's overall performance as "unacceptable" and noted that "improvement [was] urgently needed" in connection with four (4) of seven (7) areas evaluated. Specifically, the review highlighted Ms. Arguello's difficulties with interpersonal relationships, her learning ability, attitude, and personal fitness. A copy of this review is included in Ms. Arguello's appeal at Exhibit A.

Regarding "Relationship with People," the review stated that "[t]he ability to work well with others is essential to your success as a Port employee. You have demonstrated difficulty with following basic directions from your training Supervisors and mentors." As an example, the review described an incident during which Ms. Arguello disrupted a training session by "openly expressing [her] dislike" of the information her supervisor instructed her mentor to present. (See Exhibit A.)

With respect to "Learning Ability," the review stated that Ms. Arguello had "demonstrated difficulty with listening and following instruction [...] had been observed failing to follow policy/procedure as presented during the training process and attempting to perform tasks outside the boundaries set by [her] training Supervisors." As examples, the report described two incidents highlighting Ms. Arguello's failure to follow her supervisor's instructions. (See Exhibit A.)

With respect to "Attitude," the February 2018 review noted that there were times Ms. Arguello was "unwilling to accept coaching to improve [her] performance" and gave examples of this conduct. (See Exhibit A.)

Regarding "Personal Fitness," the February 2018 review described an incident during which Ms. Arguello requested time off from one supervisor after having had her request denied by another. The review stated that such conduct was "unprofessional and dishonest" and that her "continued use of this tactic is particularly unsettling [...]." (See Exhibit A.)

Finally, the review reiterated that, "the probationary period is the final part of the selection process where you demonstrate that are you 'fit' for employment with the Port."

During the first three months of employment—the time period reflected in the February 2018 performance report—Ms. Arguello was in training and not assigned to a regular shift. Subsequently, the Port assigned her to the night shift, where she reported to two completely different supervisors, James Duenas and Joe Orcott. After two months, Mr. Duenas prepared a second performance review in April 2018, a copy of which is included with Ms. Arguello's appeal at Exhibit A. Although this review demonstrated improvement in some areas, the reason for this improvement was likely due to the fact that on the night shift Ms. Arguello had different supervisors, less interaction with others, and less activity at the airport gate. With decreased demands and opportunities for interpersonal conflict, her performance appeared to improve.

After the April 2018 review, Ms. Arguello moved to the swing shift. There, she again reported to a different supervisor, Nate Estep. In July 2018, Mr. Estep prepared a preliminary draft of a review of Ms. Arguello's job performance. The draft was reviewed by Mr. Estep's manager, Matt Davis, along with the Director of Human Resources. The decision was made not to deliver the July review and, instead, to terminate Ms. Arguello's probationary employment based on the fact the Ms. Arguello was not a good fit. In reaching this decision, Matt Davis considered the totality of Ms. Arguello's job performance, and concluded that she was not a good fit for the job. Matt Davis had received ongoing input from Mr. Bailey and Mr. Flores that they continued to observe the behaviors noted in the February 2018 review. Matt Davis determined that Ms. Arguello's improved performance on the night shift—where her interpersonal skills, in particular, were barely tested—was insufficient to overcome the original assessment set forth in the February 2018 performance review. He also determined that Ms. Arguello would ultimately need to be able to work effectively with each of her supervisors, and not just her supervisors on the night or swing shift.

Ms. Arguello now claims that the Port did not comply with section 6.04 of its Rules based on the fact that her overall performance rating in April 2018 was "above standard" and in July 2018 was "standard"¹. She offers no additional facts in support of her assertion regarding section 6.04, stating only—in connection with section 6.01—that "Mr. Mitchell, of Port HR, was unable to provide an example of a deficiency in [her] standard of performance." In a subsequent letter, Ms. Arguello's union representative amended the appeal to include a violation of section 6.05 but did not offer an explanation or any additional facts to support this claim. (See email exchange attached as Exhibit E.)

On August 3, 2018, following the termination of Ms. Arguello's probationary employment, the Union filed a grievance on her behalf at the third step. (See Exhibit F.) The grievance asserts that the Port wrongfully terminated Ms. Arguello's probationary employment in violation of the MOU, the City charter and the Port Personnel Rules.

IV. LEGAL ARGUMENT

As a preliminary matter, this Board does not have jurisdiction to hear Ms. Arguello's appeal because her Union filed a grievance regarding the termination of her probationary employment, and she has elected to have the grievance adjudicated before an arbitrator. Specifically, the Union filed the grievance on August 3, 2018 and asserted the same claims as Ms. Arguello has asserted in her present appeal. (See Exhibit F.) Moreover, Ms. Arguello has elected to have the grievance adjudicated by an arbitrator. Her decision to do so precludes her ability to have her appeal adjudicated by this Board. Under the express terms of the MOU, she cannot pursue both. She must either adjudicate her grievance through arbitration, or proceed with an appeal before this Board. For this reason, the Board should decline to proceed with a hearing on her appeal.

Next, Ms. Arguello's appeal fails to comply with section 6.07 of the Rules. First, it does not include a "statement of the facts upon which such appeal is based." (See Rule 6.07(a)(iii).) On August 8, 2018, Ms. Cleveland, Ms. Arguello's union representative, notified the Port that she was amending the appeal to include an argument that Ms. Arguello's termination violated section 6.05. However, Ms. Cleveland's email failed to include any facts upon which this new argument was based. (See Exhibit E.)

Further, the appeal incorrectly refers to a violation of section 6.01. Section 6.05 limits an employee's right to appeal a probationary release to failure to comply with sections 6.04 or 6.05². There is no right to appeal a probationary release before the Civil Service Board based on a violation of section 6.01, the City Charter, or the applicable MOU. (See section 6.06.)

Ms. Arguello's claim that the Port violated section 6.04 is unfounded. Under that section, a probationary employee's status is only deemed permanent if, at the end of the probationary period, the employee has received a favorable performance report. Ms. Arguello received a favorable review in April and was terminated on July 23, 2018, one (1) month before the end of the probationary period. The probationary period lasts a full nine (9) months, and employees are evaluated for "fitness" throughout that time. (See section 6.01 the Rules and Article 7.A. of the MOU.) The Port reviews the totality of a probationary employee's performance—which in this case included both favorable and unfavorable reviews—to determine whether they are a good fit for the position. The fact that Ms. Arguello received a favorable review in April 2018 did not entitle her to remain in the position as a permanent employee, just as her receipt of an unfavorable review in February 2018 did not result in her automatic termination. As defined in section 6.01, the probationary period is an "essential part of the selection process" and intended to serve as "a part of the test for fitness."

Section 6.05 of the Rules allows the Port to terminate a probationary employee at any time during the probationary period. Consistent with section 6.05, the fact that Ms. Arguello received one favorable report during the probationary period did not preclude the Port from terminating her employment. Ms. Arguello's interpretation of section 6.04 of the Rules would require the Port to retain a probationary employee and deem them permanent upon receipt of a favorable performance review at any time during the probationary period. Such an interpretation defies logic. Conceivably, a probationary employee could excel and receive a favorable review in her first three months of employment because the skills being evaluated fall into that employee's area of strengths. That same probationary employee could display subpar performance the remainder of the probationary period where different skills sets are evaluated, and where the employee is deficient. By Plaintiff's logic, that probationary employee would have been deemed permanent immediately upon receipt of the first, interim review, without the benefit of a comprehensive evaluation of that probationary employee's overall performance. Such an interpretation of section 6.04 would undermine the intent of the probationary period, which is to use that time to evaluate the employee's overall performance, including whether they are a good fit for the job.

In July 2018, the Port evaluated Ms. Arguello's overall performance and concluded that she was not a good fit for the job. The issues raised in the February 2018 performance report were still of concern. Thus, the Port acted reasonably and within its authority in terminating Ms. Arguello effective July 23, 2018.

V. CONCLUSION

For the reasons described above, the Port respectfully requests that the Civil Service Board deny Ms. Arguello's appeal.

Very truly yours,



Jahmal T. Davis

Enclosures

cc: Daniel S. Connolly

¹ Ms. Arguello refers to a July 2018 performance review with an overall rating of "Standard." There is no such report attached to the appeal, because this review was never finalized or given to Ms. Arguello. In the process of preparing that report, the Port came to the conclusion that Ms. Arguello was not a good fit for the position. Thus, the Port does not recognize the validity of a "Standard" July 2018 performance review.

² Section 6.05 of the Rules also provides a basis for appeal on discrimination grounds, which are not relevant to this action.

EXHIBIT A

④ 8/4/18
4:00pm

July 27, 2018

JUL 27 2018 PM 1:50

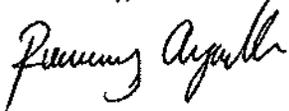
Rosemary Arguello
[REDACTED]
Oakland, CA 94602

Re: Appeal to Civil Service Board, City of Oakland

Mr. Lytle:

Find attached my appeal to the Civil Service Board, City of Oakland

Sincerely,



Rosemary Arguello



HEARING REQUEST FORM – CIVIL SERVICE BOARD

Request must state the specific reason for the appeal request and the section or provision of the Rules under which the appeal is being submitted.

Today's Date 07/27/2018

Appellant Information

Appellant Full Name Arguvello-Martinez Rosemary J.
Address [Redacted] Street Address Oakland CA 94602
Primary Phone [Redacted] 213 [Redacted] Alternate Phone ()
E-mail Address Rosemary.Arguvello@gmail.com
Basis of Appeal (Please cite Civil Service Rules section.): Please see Attachment A

Date of Alleged Rules Violation 07/23/2018 City Department Port of Oakland (Dept. 46)

Representative Information

Representative Name Millie Cleveland
Address 100 Oak St OAKLAND CA 94607
Primary Phone (510) 710-0201 Alternate Phone (510) 563-9559
E-mail Address Millie.Cleveland@seiu1021.org
Representative Type: [X] Union [] Attorney [] Other

I am available the following-third Thursdays of the month over the next three months to present the appeal:

All

Estimated Number of Hours to Present:

2

18 JUL 27 PM 2:13
DEPT OF HUMAN RESOURCES
MANAGEMENT

Attachment A
Civil Service Board Appeal
Rosemary Arguello

Basis of Appeal:

Section 6.04 states: Upon a favorable report, the appointment of the employee shall be deemed to be permanent at the expiration of the probationary period. In the event of an unfavorable report, the appointing authority shall notify the Personnel Director and the employee, at least five (5) working days in advance, that he/she will be removed from the position no later than the final date of the probationary period.

My "OVER-ALL RATING" in my fifth month report (April, 2018) was ABOVE STANDARD (Exceptional Performance).

My "OVER-ALL RATING" in my eighth month report (July, 2018) was STANDARD (Thoroughly Competent) with some factors marked as ABOVE STANDARD (Exceptional Performance).

Section 6.01 states: The probationary period shall be an essential part of the selection process, and shall be utilized for the most effective adjustment of a new employee and for the removal or demotion of any probationary employee whose performance does not meet the required standard of performance.

When asked, Mr. Mitchell, of Port HR, was unable to provide an example of a deficiency in my standard of performance.

**CITY OF OAKLAND
REPORT OF PERFORMANCE FOR PROBATIONARY EMPLOYEE**

Name Rosemary Arguello Date of report 02/13/2018 FIRST
 Class Airport Operations Specialist 1 Code number _____ SECOND
 Agency Port of Oakland/Oakland Airport THIRD
 FINAL

To the best of my judgment, the ratings checked on this report, indicate how well you have been learning and doing your work during the Probationary period. The ratings and comments on the copy you receive are the same as shown on the copies I am forwarding.

PERFORMANCE FACTORS-RATE AT LEAST 7 OR MORE FACTORS BUT ONLY THOSE RELATED TO THE JOB.

1. **SKILL** - Expertness in doing specific tasks; accuracy; precision; completeness; neatness; quantity.
2. **KNOWLEDGE** - Extent of knowledge of methods, materials, tools, equipment, technical expressions and other fundamental subjects matter.
3. **WORK HABITS** - Organization of work; care of equipment; safety considerations; promptness; industry; attendance; tardiness.
4. **RELATIONSHIPS WITH PEOPLE** - Ability to get along with others; effectiveness in dealing with the public, other employees, patients or inmates.
5. **LEARNING ABILITY** - Speed and thoroughness in learning procedures, laws, rules and other details; alertness; perseverance.
6. **ATTITUDE** - Enthusiasm for the work; willingness to conform to job requirements and to accept suggestions for work improvement; adaptability.
7. **PERSONAL FITNESS** - Integrity; sobriety; emotional stability; physical condition; appearance and habits.
8. **ABILITY AS SUPERVISOR** - Proficiency in training employees and in planning, organizing, laying out and getting out work; leadership.
9. **ADMINISTRATIVE ABILITY** - Promptness of action; soundness of decision; application of good management principles.
10. **FACTORS NOT LISTED ABOVE** -

RATINGS ARE INDICATED BY "X" MARKS

	UNACCEPTABLE Improvement is Urgently Needed	SHORT OF STANDARD Need to Improve	STANDARD Thoroughly Competent	ABOVE STANDARD Exceptional Performance	OUTSTANDING Distinctly Superior
1			✓		
2			✓		
3			✓		
4	✓				
5	✓				
6	✓				
7	✓				
8					
9					
10					
OVER-ALL RATING - The over-all rating must be consistent with the factor rating and comments (check one).	✓				

SUPERVISOR'S COMMENTS TO EMPLOYEE - Supervisors must make written comments on all factors rated above even though the ratings are Standard. Written suggestions on to how work performance can be improved must also be made when needed. Use additional sheets if more space is needed.)

See attached.

I RECOMMEND THAT YOU BE GRANTED PERMANENT STATUS. (To be checked on final report; employee must be notified if rejected.)

Signature of RATER [Signature] Title Airport Duty Manager Date 2/22/2018

In signing this report, I do not necessarily agree with the conclusion of the rater.

I wish to discuss this report with the Reviewing Officer of my Department.

Signature of EMPLOYEE _____ Date _____

I agree in the ratings given by the rater. I have made no change in the report.

As requested, Reviewing Officer discussed report with employee.

Signature of AGENCY REVIEWING OFFICER [Signature] Date 3.2.18 Signature _____ Date _____

Report of Performance

Rosemary Arguello

1. Skill

Ms. Arguello, your Airport Operations Specialist I (AOS I) skill level meets the standard established by the department for a new employee. Your understanding of the duties of the classification is improving. Your knowledge of the security access control system (C-Cure) and CCTV (Milestone) are improving. You answer incoming calls to the AOC in a professional manner and maintain a thorough shift log.

2. Knowledge

Ms. Arguello, your knowledge of Airport/Terminal Operations and the functions of the Airport Operations Center (AOC) meet the standard set by the department for a new employee. You have demonstrated the ability to apply the knowledge and skills obtained during your airline career. Your knowledge and understanding of the responsibilities of the AOS I position continue to grow.

3. Work Habits

Ms. Arguello, your work habits meet the standard established in performance factor 3. Your coordinator's logs are completed and submitted in a timely manner.

4. Relationship with People

Entering a new work environment can be challenging for many reasons and the adjustment period often varies from one employee to the next. The ability to work well with others is essential to your success as a Port employee. You have demonstrated difficulty with following basic directions from your training Supervisors and mentors. At times, you push back on information presented to you by the training team. For example, on January 8, 2018, you disrupted AIRT/AODB Gate Management training by openly expressing your dislike of the information I instructed your mentor to present to you. Your comments were viewed as an attempt to pressure your mentor to change the training agenda to include other AOC coordinator duties of greater interest to you. We discussed the incident during your January 16, 2018 coaching session. Your relationship with people is unacceptable and requires immediate improvement.

5. Learning Ability

Learning is a process where a specific skill or set of skills are transferred from one person to another. Your training Supervisors and mentors have been tasked with transferring their skill and knowledge of Airside Operations policies and procedures to you. A key component of the learning process is the ability to listen and follow instructions. You have demonstrated difficulty with listening and following instruction. You have been observed failing to follow policy/procedure as presented during the training process and attempting to perform tasks outside of the boundaries set by your training Supervisors. During your initial on the job training, I assigned you to the security position in the AOC. I instructed you to perform only security functions and associated dispatching. However, you were heard over the command radio dispatching the Equipment System Engineers to customer service related issues. On another occasion, you were observed coordinating with the Air Traffic Control Tower Supervisor. On both occasions, I instructed you to defer the non-security related duties that you were not

trained to perform to a fully trained coworker. You failed to follow my instructions. Your rating in this performance factor is unacceptable and requires immediate improvement.

6. Attitude

You come to work with enthusiasm and ready to perform the duties of an Airport Operations Specialist I. However, as mentioned under performance factor 4 and 5, there are times when you are unwilling to accept coaching to improve your performance. When challenged about why you failed to follow a policy, procedure or directive, you reference what "they" said. This has occurred on several occasions during AOS I training. In January, you failed to clear multiple security access control door alarms per Security Directive 602.6. When I coached you on the correct way to clear an alarm. You were unwilling to acknowledge that your decision to clear the alarm based on your CCTV observation did not comply with the directive. You are responsible for clearing every alarm in compliance with the Security Directive 602.6.

On January 26, I instructed you to attend Air IT/AODB (gate management software) training at 1:30pm. Earlier the same day, you requested permission to attend the 11:00am training session with a coworker and I denied your request. However, you attended the 11:00am training session anyway. You did not coordinate with your training mentor nor did you disclose to the trainer that your request to attend the 11:00 training had been denied. You do not meet the standard established for new employees in this performance factor. Your rating for attitude is unacceptable and requires immediate improvement.

7. Personal Fitness

You report for work on time and prepared to perform your duties. However, on February 8, I denied your request for leave for February 16 (day shift) because it was the last day of AOS I day shift training. You later requested and obtained authorization for approved leave for day shift from Airport Duty Manager Flores without disclosing that I already denied your request. You do not meet the standard in this performance factor. Your personal fitness is unacceptable and requires immediate improvement.

Summary

Your overall performance to date is unacceptable. The incidents described above in which you failed to follow instructions and directions provided by your Training Supervisors and mentors do not meet department expectations and is disappointing. Requesting time off from Airport Duty Manager Flores after being denied was unprofessional and dishonest. Your continued use of this tactic is particularly unsettling as you have been a Port employee for less than 90 days. You have proven that you are qualified for this position; however, this probationary period is the final part of the selection process where you demonstrate that you are "fit" for employment with the Port. Your continued employment with the Port is contingent upon immediate improvement in the Relationships with People, Learning Ability, Attitude, and Personal Fitness competencies.

Report of Performance Rebuttal

Rosemary Arguello

On February 22nd 2018, I was scheduled for a 6:10am meeting to be presented with my first three month evaluation. I was assuming this would be meeting that would be private and confidential, but it seemed as though my training supervisor made it a point to do the very opposite. The meeting did not start until 6:30am and it was done right in the very next room to where the entire operation is, as well as where all the staff assemble to start and finish our shifts. Immediately I felt uneasy, during my training Dion was always very aware of the shift changes times and how busy this particular room gets during these times. At first I dismissed this to be typical protocol for an evaluation meeting, but it actually became very embarrassing. Later I was made aware by Mr. Bailey; because he did this in while I was on shift that he actually took my training counterpart, Matt Santelles to his evaluation meeting at a private conference room in another building. He did this with only himself and Matt at 4:10am on a Thursday morning before he took a flight out of OAK. My meeting was with both of my training supervisors Dion Bailey, Francisco Flores also my now current supervisor James Duenas and Superintendent Darron Evans. To further add to my embarrassment, my colleagues who needed to get to their lockers were being denied entry. During this time, I was presented with the same copy that all the other supervisors in the meeting had, and was instructed to read it in front of them as this made this situation even more uncomfortable. This entire meeting felt like it was staged to be very public and humiliating. But I continued on because after all, during my first three months of employment here I was commended repeatedly for jobs well done and what a quick learner I had been. So much so, that my superintendent was fast tracking us to be released into our own shifts as soon as possible. As I read my evaluation, I found it to be very critical, very personally charged, biased and full of malicious accusations. It was an unpleasant surprise to read such accusations since Matt and I were always told by Mr. Bailey that we were both on track and on the same level throughout our training but come to find out, Matt received a completely standard evaluation.

1. Skill – Under this category Mr. Bailey states that I meet the standard and that I do understand the duties of my classification. I concur with this statement. But I immediately noticed that the first three categories were very brief. Each being meets standard with what seem very generic comments.
2. Knowledge – Under this category Mr. Bailey states that I demonstrate the ability to apply the knowledge and skills that I have obtained during my airline career. I feel that he is referencing skills and knowledge that I have gained prior to me working here, instead of acknowledging the skills and information I have learned during my training period.
3. Work Habits – Under this category Mr. Bailey states that I meet the standards established for work habits. He follows this by stating that I complete and submit the coordinator's log in a timely manner. I believe this to be a very generic explanation as to how I "meet the standards"

for this category since the coordinator's log is filled out during each shift by the two AOS I's that are on the desk. Also, during training we were only contributing small parts of the log, only when we were assigned on the job training for period of time.

4. Relationship With People – Under this category Mr. Bailey states that I have allegedly demonstrated difficulty with following basic directions from the training supervisors and my "mentors." He states that I "push back." This term that Mr. Bailey is using is very vague and it may definitely be taken out of context. In discussing this term during the meeting, we both agreed that I ask a lot of questions. He followed by saying that my questions may be worded as questions, but that they can be taken to be "push backs." I told him and everyone else in the meeting that I have always been taught to ask questions and it has never been taken to be challenges. I did notice that when we asked our other trainer, Francisco Flores questions, he was very attentive and more than willing to get us answers. This was not the same demeanor Mr. Bailey demonstrated during our training period.

He also references a conversation on a date where he was not present, stating that I expressed dislike to my "mentor" whom is actually another AOS I, Andrea Gomez. He continues by stating that I attempted to pressure her to change the training agenda when in fact, she was the one who veered away from his training agenda. This is why I mention what Mr. Bailey had instructed us to do. He wanted us to do a very superficial introduction of the gate management system before lunch and after lunch we were to go back to our desk duties. But like I mentioned, Andrea took it upon herself to change his instructions for that day. He mentions that I did this in order to include doing other AOC duties that were of greater interest to me. How is this so? I have never mentioned that I have greater interest in one aspect of my job over others. I cannot figure out how he came to this assumption. He closes this category by stating that he had a coaching session with me on January 16th, which in my notes show that I was at the desk for on the job training after he took me for a long walk from the AOC through the airport to his vehicle to hang his parking hang tag, then back through the terminal to visit his girlfriend at southwest baggage office, then back to the AOC. Most of the time he would take my training counterpart, Matt on one on one's regularly to private sit down area and I would be left on the desk or out on the field with an AOSII. His final statement to this category is that due to these examples my relationship with people is unacceptable and requires immediate improvement.

All the other categories from there on out are all below standard. There is a pattern of Mr. Bailey stating his point of view or observations and nothing more regarding the input of other ADM's whom Matt and I have trained and worked under, i.e. Nate Estep, Bob Shiner, Andrew Pabst, Will Kuna and OAS colleagues Donald Carrelra which Mr. Bailey called our mentor also, Isela Rico, Hitesh Mehta, Samantha Barnes and our second trainer ADM Francisco Flores.

5. Learning Ability – Under this category Mr. Bailey states that I have demonstrated difficulties with listening and following directions. He gives an example, again of a time where he was not present, when I dispatched a duty that belonged to the customer service side and not the security/gate management side. In his explanation, he clearly states that this was during my initial on the job training in which we were just starting to identify which calls, phone or radio

belonged to which desk. Not only that, but we were also taught to give each other visual cues when one desk was overwhelmed or busy with a call, the other would agree to take it in order to give the best customer service to our patrons and stakeholders. This, well as the other example he gave shocked me. To think that taking the initiative to assist and jump in when help is needed is then "observed" to be a negative and used to mark me below standard is extremely demoralizing and counterproductive. At this time, he did not defer any duty because he was not present to do so. The control tower example he gave, he was present, and he was watching me assist taking calls while Matt and Andrea made calls to accommodate Virgin Airline diversions from SFO. All of the information that was given to me over the phone I was passing on and distributing, as is don't in the Airport Operations Coordination Center. The only items that were off limits to us for a very long time into our trainings were medical calls and aircraft alerts. He ended with stating that my rating in this category was unacceptable and that I require immediate improvement.

6. Attitude – For this category Mr. Bailey begins by stating that I come to work with enthusiasm and ready to perform the duties of my classification. He continues by stating that I am unwilling to accept coaching to improve my performance. This statement is 100 percent untrue. He mentions that I reference "they said" on several occasions, yet this per his own instructions. He wanted us to state exactly what was told to us and forward the exact same message. Continuing on with his example, on the day that he said that I failed to clear multiple alarms he was asking me why I was clearing them. I told him that my AP11 told me that he had a visual on the door and he asked me to acknowledge. But this was not good enough for Mr. Bailey; he wanted me to demand to my AP11, who was Alfonso Loera, to go where I can actually see him on camera. Mr. Bailey references directive 602.6 Dispatch of Access Control System (ACS) Alarms where it states multiple was of resolving an alarm. The day, those alarms were effectively being dispatched in a very timely manner, what Mr. Bailey did not like was the way in which AOS II Alfonso Loera responded to them and this he expressed to us multiple times. But according to the directive, I did effectively resolve it by an in-person response of an airport or ACSO personnel. There is no verbiage on the time frame allotted to clear a door alarm. On this occasion I did have multiple alarms and they were dispatched as per the directive, what Mr. Bailey did not like was how long they were taking to get resolved and also how much time I was spending on the phone with each violator who called in to clear their door alarm. It was very apparent that the relationship between Mr. Bailey and some of the AOS II's was not positive or cohesive. I believe that I was being pitted against employees that he didn't like or had little respect for. Multiple times I was told by Mr. Bailey that I should refrain from being too social and friendly at lunch with Mr. Loera because this may be taken as a leeway to be playful with me during work. That was another one of the many odd, unprofessional statements made by Mr. Bailey during my training.

The other reference he made was for the Air IT/AODB (gate management software) training he scheduled for myself and Matt with Rolando Rogers. He scheduled myself to go at 1:30pm and Matt to go at 11am. That morning Matt and I discussed asking Mr. Bailey if it would be OK to attend together. We felt that since I have gate management experience and since I like to ask

questions, it could benefit Matt if we went together. So I asked and Mr. Bailey simply said no because Ms. Rogers did not have enough space to train both of us at once. Matt left for his training, I stayed at the desk. A couple of minutes later I picked up a call from Ms. Rogers asking me why were we scheduled separately and if I wanted to join. I told her I didn't know, so she asked me who my AP10 was. I told her it was Nate and she asked me to transfer her to him. A minute later Nate comes out and asks me if I know what she was talking about, I said I do. Then he told me to go and even gave me permission to drive a vehicle over. When I got there, Ms. Rogers asked why he scheduled us like that, I told her exactly what Mr. Bailey said to us that there wasn't enough room for all three of us. She said that that was not true, that she never said that, and to just have the joint training with her but to not mention it because she didn't want us or her to get in trouble.

During the meeting I told everyone there how all of that happened and I asked Mr. Bailey if he had spoken with Ms. Rogers about how that day actually went, he hesitantly said that he did. Yet, in the evaluation he mentioned that I did not disclose to Ms. Rogers that he had already said no to the joint training that morning. This statement is not true since Ms. Rogers instructed us to not mention it. He refers to this date as another example as to how I don't follow directions from my mentor or trainer. Yet, I was taking direction from my trainer that day, which was Ms. Rogers since he was not going to be present past 10am. And in the previous example he stated in category 4, I was speaking up about how my mentor was deviating from the directions he set in place for us. The day I listen to my trainer without asking questions, he feels that my actions were unacceptable. I feel like all Mr. Bailey has done is set up traps for me to fall into. I feel like it is his way of setting me up for failure, when all I can do is do what he asks me to do, yet it is always wrong. I feel extremely demoralized, bullied and belittled,

7. Personal Fitness -- For this category Mr. Bailey begins by stating that I report to work on time and prepared for my duties. He continues on by referencing an incident where he stated that I needed to attend the last day of training which was also my first day of being released to report to work that same evening. So I would be expected to complete training and start my bided shift eight hours later. First and foremost, when he presented me with the news that we were now being released into our shifts, he neglected to disclose all of the information pertaining to this release. I had to ask and ask and ask questions to finally come to the conclusion that the last day of training was Friday morning February 16th day shift and that my first day of work was February 17th graveyard shift. This meant that I was expected to go home after training for 8 hours then come back to my first day on the job at 11pm. This worried me because I did not want to show up at my first day on graveyard shift exhausted. Before this day, he had stated that we would have a day or two off before going into our shifts. But this only turned out to be true for Matt, not myself due to my scheduled days off. During this time, I kept asking Mr. Bailey if there was anything I can do, we can do in order to make this an easier transition for me, he kept saying no. So I took the schedule that he printed out for me and said OK. A small time later Mr. Bailey came to my desk and told me that I could take off Saturday night, Sunday night or even Monday night off. But not the last day of training. Now, I want this to be very clear, that I

have never missed a day of training since day one. Not one day during the three months full of pertinent training information, yet my training counterpart requested and was approved leave without pay for an entire week off. That day I went there feeling very discriminated against and treated unfair. The next day I asked the other training manager, Francisco Flores if it was necessary to attend the last day of training and if there was any special test or testing that I needed to be there for. He said no on more than one occasion. So I spoke with him about taking the last day of training off and he approved it without any issues. In the evaluation he refers to Mr. Flores as Airport Duty Manager, but Mr. Flores was in fact just as equally my trainer. The fact that Mr. Flores saw absolutely no issue with me taking that day off and Mr. Bailey did not want me to take that day off felt very personal. If they are both my trainers, how do they have two different opinions or schedules of training? He claims that I did not disclose the fact that he did not want me to take the last day of training off, but yet neither did he. And what reason would he have had, being that he wasn't going to be there on Friday and Mr. Flores was.

In his summary, and yes I am saying his, because this entire evaluation has been full of personal thoughts and opinions from Mr. Bailey rather than factual observations and input from all other individuals involved, he states that my overall performance is unacceptable. He states that my actions described above show that I do not meet the department's expectations. He states that requesting time off from my other trainer was dishonest and unprofessional, yet how professional and honest are my trainers that between the two of them, they were not able to sort out details of our trainings and this situation displays one of the multiple occasions this happened. I do want to say that I went with my impulse and felt that if there was nothing I would miss on the last day of training, and then it would be better to miss that than my first day of work. I did not intend any malice with my decision as well as I also had the means for taking a day off (floating holiday.)

In all, I strongly believe that this evaluation is absolutely not a reflection of me or my work ethics. I get along with every single person that I have come into contact with since being here. I also believe that creating negativity between coworkers, my "mentor" Andrea and I, is quite unprofessional and displays improper motivations on Mr. Bailey's behalf. These statements I believe have no rational connection to the kind of work I have displayed, as well as how well and quickly I was able to learn from all of my trainings and trainers despite some of the negativity I went through.

**CITY OF OAKLAND
REPORT OF PERFORMANCE FOR PROBATIONARY EMPLOYEE**

Name Rosemary Arguello Date of report 4/06/2018
 Class title Airport Operations Specialist 1 Code number 10705 Agency Port Of Oakland

- FIRST
 SECOND
 THIRD
 FINAL

To the best of my judgment, the ratings checked on this report, indicate how well you have been learning and doing your work during the Probationary period. The ratings and comments on the copy you receive are the same as shown on the copies I am forwarding.

RATINGS ARE INDICATED BY "X" MARKS

PERFORMANCE FACTORS-RATE AT LEAST 7 OR MORE FACTORS BUT ONLY THOSE RELATED TO THE JOB.

	UNACCEPTABLE Improvement is Urgently Needed	SHORT OF STANDARD Need to Improve	STANDARD Thoroughly Competent	ABOVE STANDARD Exceptional Performance	OUTSTANDING Distinctly Superior
1				✓	
2				✓	
3			✓		
4				✓	
5			✓		
6				✓	
7			✓		
8					
9					
10					
OVER-ALL RATING - The over-all rating must be consistent with the factor rating and comments (check one).				✓	

1. SKILL - Expertness in doing specific tasks; accuracy; precision; completeness; neatness; quantity.
2. KNOWLEDGE - Extent of knowledge of methods, materials, tools, equipment, technical expressions and other fundamental subjects matter.
3. WORK HABITS - Organization of work; care of equipment; safety considerations; promptness; industry; attendance; tardiness.
4. RELATIONSHIPS WITH PEOPLE - Ability to get along with others; effectiveness in dealing with the public, other employees, patrons or inmates.
5. LEARNING ABILITY - Speed and thoroughness in learning procedures, laws, rules and other details; alertness; perseverance.
6. ATTITUDE - Enthusiasm for the work; willingness to conform to job requirements and to accept suggestions for work improvement; adaptability.
7. PERSONAL FITNESS - Integrity; sobriety; emotional stability; physical condition; appearance and habits.
8. ABILITY AS SUPERVISOR - Proficiency in training employees and in planning, organizing, laying out and getting out work; leadership.
9. ADMINISTRATIVE ABILITY - Promptness of action; soundness of decision; application of good management principles.
10. FACTORS NOT LISTED ABOVE -

OVER-ALL RATING - The over-all rating must be consistent with the factor rating and comments (check one).

SUPERVISOR'S COMMENTS TO EMPLOYEE - Supervisors must make written comments on all factors rated above even though the ratings are Standard. Written suggestions on to how work performance can be improved must also be made when needed. Use additional sheets if more space is needed.)

Please see attachment.

I RECOMMEND THAT YOU BE GRANTED PERMANENT STATUS. (To be checked on final report; employee must be notified if rejected.)

Signature of RATER [Signature] Title Airport Duty Manager Date 04/06/2018

In signing this report, I do not necessarily agree with the conclusion of the rater.

I wish to discuss this report with the Reviewing Officer of my Department.

Signature of EMPLOYEE [Signature] Date 04/06/18

I agree in the ratings given by the rater. I have made no change in the report.

As requested, Reviewing Officer discussed report with employee.

Signature of AGENCY REVIEWING OFFICER _____ Date _____ Signature _____ Date _____

Report of Performance for Probationary Employee

Rosemary Arguello AOS 1

April 6, 2018

1. For this reporting period (February 16 – April 6), Ms. Arguello's Skill and expertise in doing specific tasks, accuracy and precision is above standard. On February 19, while working the Graveyard Shift, Ms. Arguello was vigilant and thorough in researching a door alarm violation. Ms. Arguello demonstrated that she is very proficient and comfortable using Milestone and C-cure systems especially in one particular incident. One incident that comes to mind was when Ms. Arguello verified that a TSA agent committed a security door violation. She demonstrated that she was knowledgeable in security protocols and observed a TSA agent who did not follow the sight and sound escort procedures. Ms. Arguello researched and investigated C-cure footage to verify that the offender did not follow through with security procedures. Ms. Arguello demonstrated that she was capable of following through with security violation procedures and issued the offender a citation.

Another example where Ms. Arguello's Skills exhibited to be above the department's standard was on March 30, 2018. On this date, Ms. Arguello was working the desk and assisted worried passengers in locating their missing grandmother. In this incident, Ms. Arguello went beyond the call of duty and used all of her resources available to her. For her work regarding this incident, the Assistant Director of Aviation recognized her. Per the Assistant Director of Aviation, *"thank you for your high level of commitment to the safety and aid of our passengers and their loved ones. You demonstrated your skills in analysis and creative problem solving, as well as your technical abilities, and ability to work with our many partners and be persuasive. I can only imagine how comforting it was for the family to know you and ACSO were there for them."* The Swing Shift Supervisors advised that they have observed this skill and work ethic as well while Rosemary was working the Swing Shift prior to being released to the Graveyard Shift.

tools available to her to find information to assist in locating the whereabouts of the missing passenger. Ms. Arguello suggested that the family text a picture of the passenger to her personal cell phone. From this picture, Ms. Arguello was able to use the flight information and use the Milestone system to see if the missing person came off the aircraft. Once Ms. Arguello verified the missing person arrived to OAK, she was able to follow her whereabouts via Milestone and also use C-cure to identify who the employee was that last assisted the missing passenger to the baggage carousel and then to the curb. This enabled Ms. Arguello to locate and question this employee to determine the last sight of the passenger at the airport. This was a key component to Alameda County Sheriff's Office (ACSO) investigation, which also gave the family some comfort.

5. Ms. Arguello's learning ability is rated as standard for this reporting period. On March 18, Ms. Arguello volunteered to assist in the weekly training on the Graveyard shift. Ms. Arguello read and reviewed AC 150/5370-2G: Operational Safety on Airfield Construction Chapter 2 for the Airside staff. Since being trained on how to complete the CCTV weekly discrepancy log, Ms. Arguello has become proficient and has helped her colleagues complete the weekly task.
6. Ms. Arguello is above standard for the attitude category. She appears happy to be at work. She readily accepts instructions from her supervisor and has a willingness to conform to job requirements. On March 23, I had instructed Ms. Arguello to pick out two random passengers from the TSA queue lines from each terminal. I instructed her to monitor and see how long it took those passengers to be vetted through security. She has performed this irregular detail several mornings upon my request without any hesitation. Since being a part of the graveyard shift, one night Ms. Arguello had coordinated to bring in a specialty dish to share with the graveyard shift. This small gesture really got the team ready for the night and made everyone feel like a team. Just another reason why Ms. Arguello is an asset to the Graveyard shift team.

EXHIBIT B



PORT OF OAKLAND

July 23, 2018

SENT VIA REGULAR U.S. MAIL AND HAND DELIVERED

Rosemary Arguello
[REDACTED]

Re: Notice of Probationary Release

Dear Ms. Arguello:

The Port of Oakland ("Port") hired you into the position of Airport Operations Specialist I effective November 20, 2017. As a condition of your employment, the Port required you to serve a period of probation. Such requirement is consistent with **Port Personnel Rule 6 (Probationary Period), Section 6.01**, which provides in pertinent part that:

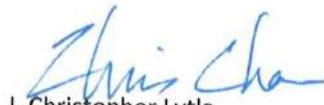
Every person appointed or promoted to a permanent position in the competitive civil service after certification from an eligible list, shall serve a period of probation while occupying such position, which shall be considered a part of the test of fitness.... The probationary period shall be an essential part of the selection process, and shall be utilized for the most effective adjustment of a new employee and for the removal or demotion of any probationary employee whose performance does not meet the required standard of performance.

Port Personnel Rule 6, Section 6.05 (Removal or Demotion of Employee during the Probationary Period) provides in pertinent part that "at any time during the probationary period...an employee may be removed from her/his current position by the Executive Director or his/her designee..."

Accordingly, I wish to advise you that you are being released from your probationary status as an Airport Operations Specialist I effective the close of business Monday, July 23, 2018 pursuant to Port Personnel Rule, Section 6.01. We will provide you with five (5) working days of Administrative Leave with pay for the following days, July 24, 2018, July 27, 2018, July 28, 2018, July 29, 2018 and July 30, 2018 pursuant to **Section 6.04 (Performance Rating During Probationary Period)**.

Enclosed for your reference is **Section 6.06 (Limited Rights of an Employee During Probationary Period)** and **Section 6.07 (Procedure to be Used In Appeals and Hearings Under Section 6.06)**.

Sincerely,

for 
J. Christopher Lytle
Executive Director

cc: Millie Cleveland, Field Representative, Service Employees International Union, Local 1021
Michael Mitchell, Director of Human Resources
530 Water Street ■ Jack London Square ■ P.O. Box 2064 ■ Oakland, California 94604-2064
Telephone: (510) 627-1100 ■ Facsimile: (510) 627-1826 ■ Web Page: www.portofoakland.com

EXHIBIT C

PERSONNEL RULES AND PROCEDURES
OF THE
PORT OF OAKLAND

Adopted: January 26, 2017 (P.O. #4404)

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Port Personnel Rules and Procedures

INTRODUCTION

Pursuant to the City of Oakland Charter ("Charter"), Article VII (Port of Oakland), Section 700 authorizes and establishes the Port Department to promote and more definitely insure the comprehensive and adequate development of the Port of Oakland ("Port") through continuity of control, management and operation; Section 701 vests exclusive control and management of the Port Department with the Board of Port Commissioners ("Board"). For purposes of these personnel rules only, the terms "Port Department" and "Port of Oakland" shall have the same meaning and shall be used interchangeably. As provided in Section 714, and subject to certain exceptions, all permanent places of employment in and under the Board shall be included within the personnel system of the City of Oakland ("City") subject to the provisions of Article IX.

Consistent with Article IX, Section 900 ("Personnel Policy") of the Charter, there is in the City of Oakland a comprehensive personnel system based on merit; and pursuant to Charter Section 706 (21), the Board of Port Commissioners employs and appoints officers, employees and agents of the Port Department and prescribes and fixes their duties, authority and compensation; therefore, consistent with such authority, the operational functions described in these Personnel Rules are hereby delegated by the City Administrator to the Executive Director of the Port of Oakland to facilitate the efficient and economical performance of those functions. Pursuant to the City Charter, the Municipal Code and the City of Oakland Personnel Manual of the Civil Service Board, the City Administrator shall be responsible for the administration of the City's comprehensive personnel system.

These Personnel Rules and Procedures (hereinafter "Rules"), as adopted by the Board of Port Commissioners, generally describe the employment relationship between the Port of Oakland, acting by and through its Board of Port Commissioners, and its classified employees. The Oakland Municipal Code, Section 2.08.050 (Port Department), describes the authority of the Board of Port Commissioners to establish personnel rules and procedures and provides in pertinent part that:

Subject to the approval of the Civil Service Board, the Board of Port Commissioners is authorized to establish personnel rules and procedures to provide for the administration of such rules for employees of the Port Department. Any such rules and procedures shall be consistent with and subordinate to: (1) the City Charter, (2) this chapter, and (3) rules adopted by the Civil Service Board (Personnel Manual) (collectively, "City Civil Service Rules"). In the event of any conflict between the Port personnel rules and procedures and the City Civil Service Rules, the City Civil [Service] Rules shall control.

These Personnel Rules and Procedures apply to all Port of Oakland employees in the competitive civil service, except where otherwise indicated in these Rules, or where an applicable Memorandum of Understanding ("MOU") specifically conflicts with a Rule, in which case the MOU provision shall govern. The competitive civil service consists of all employees who are not in positions exempted by action of the Civil Service Board or exempted pursuant to Article VII, Section 714 and/or Article IX, Section 902 of the City of Oakland Charter as it may be amended.

Port Personnel Rules and Procedures

These Rules were established to conform with and be complementary to the City Charter. In cases of conflict between a Rule and the City Charter, the Charter shall prevail.

No person shall be discriminated against in any aspect of employment, including but not limited to, recruitment, examination, hiring, promotion or discipline, on the basis of race, color, religion/religious creed, marital status, national origin/ancestry, sex, gender, gender identity, gender expression, pregnancy, sexual orientation, physical or mental disability, medical condition, genetic information, AIDS/HIV status, military or veteran status, age, citizenship or on any other status protected by federal, state or local law.

The Port's labor relations policies are governed by the Meyers-Milias-Brown Act (MMBA), Government Code section 3500 et seq. By Ordinance No. 1688 ("An Ordinance Establishing Rules and Regulations for the Administration of Port of Oakland Employer-Employee Relations"; "EERO"), the Port adopted rules and regulations governing Employer-Employee Relations. Under the Port's EERO, and the MMBA, the Port recognizes certain employee organizations as the exclusive representative of certain Port employees for purposes of labor relations. For represented employees, the Port meets and confers with employee labor representatives regarding wages, hours and others terms and conditions of employment and provides advance notice of certain matters as specified by the EERO. Whenever any amendments to these Rules fall within the scope of bargaining under the MMBA, EERO or other applicable laws, they shall be subject to meet and confer.

Port Personnel Rules and Procedures

RULE 1 - DEFINITIONS

Section 1.01 – Glossary of Terms.

The words and terms described in this section, to the extent that they are used in these Rules and elsewhere in documents relating to Civil Service processes, unless the context otherwise requires, shall have the following meanings:

- (a) Absence – an absence occurs when there is an incumbent, and that individual is expected to be off the job for a period of 120 days or less.
- (b) Actual Time in Class – paid service in a class plus unpaid leaves of absence of thirty (30) consecutive days or less. Unpaid leaves of absence of greater than thirty (30) consecutive days shall not be counted as actual time in class unless required by law or memorandum of understanding. For the purpose of Section 9.02(b), disciplinary suspensions shall not be counted as actual time in class.
- (c) Allocation – the official determination of the class in which a position in the competitive civil service shall be deemed to exist and the assignment of such position to the appropriate class in the competitive civil service.
- (d) Applicant – a person who has filed an application for examination.
- (e) Appointing Authority – for positions in the Port department, any Port official or group of Port officials having authority by legislation or Charter or the Bylaws of the Board of Port Commissioners, or having lawfully delegated authority, to make appointments to or cause a removal from any position in the Port department.
- (f) Appointment – the designation of a person by the Appointing Authority to become an employee in a position, and her/his induction into employment in such position.
- (g) Board of Port Commissioners – A body composed of seven members appointed by the City Council upon nomination by the Mayor that is vested with the exclusive control and management of the Port Department (Charter, Article VII, Section 701).
- (h) Civil Service Board – A body constituted and appointed as provided in Article VI of the Charter and responsible for the general supervision of the City's personnel system (Charter, Article IX, Section 901).
- (i) Candidate – a person participating in a selection process.
- (j) Certification – the transmittal by the Port's Executive Director or his/her designee to a hiring department of names of available candidates for employment from a list of eligibles in the manner prescribed in these Rules.
- (k) Charter – the Charter of the City of Oakland.
- (l) Class or Class of Positions – a position or group of positions for which a common descriptive job title may be used, as defined by similar education, experience, knowledge, duties, qualifications and compensation schedule.

Port Personnel Rules and Procedures

- (m) Class Title – the designation given to a class, to each position allocated to such class and to the incumbent occupying any such position. Its meaning is set forth in the corresponding class specification.
- (n) Classification Plan – an orderly arrangement of titles and descriptions of separate and distinct classes in the competitive civil service.
- (o) Clear and Convincing Evidence – proof that is so clear, explicit and unequivocal as to leave no substantial doubt in a reasonable mind.
- (p) Compensation – the salary and wages earned by or paid to any employee in remuneration for services in any position, but does not include allowances for expenses authorized and incurred as incident to employment.
- (q) Compensation Plan – a series of schedules of salaries and wages established for the several classes of positions in the classification plan, and the method of administration; otherwise referred to as the Port of Oakland Budget and Staffing Plan.
- (r) Competitive Civil Service – all positions now existing or hereafter created under the Port Department and approved by the Civil Service Board, but not including those positions specifically exempted from the competitive civil service pursuant to Article VII, Section 714 and/or Article IX, Section 902 of the Charter or otherwise exempted by the Civil Service Board.
- (s) Competitive Examination – an examination, either assembled or unassembled, in which one (1) or more candidates are in competition, either with each other or against a standard established by the Port's Director of Human Resources as the minimum acceptable which candidates must possess in order to competently perform the duties of a position.
- (t) Conclusion of Appointment – the involuntary separation of a non-permanent and non-probationary employee for any reason authorized by these rules other than discharge, removal or layoff.
- (u) Day – a day shall be a calendar day unless otherwise specified. A working day shall be any day that the Port is regularly open for business.
- (v) Demotion – a change of an employee in the Port service from a position of one (1) class to a position of another class for which a lower schedule of pay is prescribed.
- (w) Discharge – separation from employment as a disciplinary measure or for failure to maintain requirements of minimum qualifications.
- (x) Domestic Partner – a person who has registered for a Certification of Domestic Partnership and who is in a committed relationship with a Port employee, in which two (2) cohabiting, unrelated people over the age of 18, share common responsibility for the necessities of life and have resided together for at least six (6) months prior to registering for a Certificate of Domestic Partnership.

Port Personnel Rules and Procedures

- (y) Eligible – a person whose name is recorded on an eligible list or reinstatement list.
- (z) Eligible List – any of the lists of names of persons who have been found qualified through suitable examination for employment in a specific class of position in the competitive civil service arranged in rank order.
- (aa) Employee – a person legally occupying a position in the Port service in accordance with applicable rules and procedures of the Port and shall include those Port positions referenced in Article VII, Sections 706 and 714 and in Article IX, Section 902(c).
- (bb) Examination – all the tests of fitness, taken together, that are applied to determine the eligibility of applicants for positions of any class in the competitive civil service.
 - i. Assembled Examination – an examination in which applicants are called together in one (1) or more designated places to compete in tests according to procedures established and controlled by the Port's Director of Human Resources.
 - ii. Unassembled Examination – an examination in which applicants are subject only to general controls as to the manner in which required material is submitted to the examining staff for review and rating, and usually not involving the calling of applicants together.
- (cc) Executive Director: a classification that is exempt from the City's Personnel System (Charter, Article VII, Section 714) and that is employed and appointed by the Board of Port Commissioners (Charter, Article VII, Section 706(21)); the Executive Director shall be the chief executive and administrative officer of the Port and shall be in charge of the Board's business and properties and shall be responsible for their efficient and economical use. Specific examples of the Executive Director's duties and responsibilities are set forth in Article IX of the Board's Bylaws.
- (dd) Final Earned Rating – the final percentage attained by a candidate in an examination -as computed in accordance with section 4.10.
- (ee) Director of Human Resources – a classification exempt from the City's Personnel System (Charter, Article IX, Section 902(c)) that directs the Port of Oakland's Human Resources functions in accordance with the mission, goals, and objectives as articulated by the Executive Director and/or Chief Financial Officer and approved by the Board of Port Commissioners; ensures Port compliance with Federal, State and local ordinances pertaining to employee/labor relations, recruitment and selection, staffing, classification and compensation, benefits administration, organizational development and the full range of human resources activities. The analogous City classification is the City's Personnel Director.
- (ff) Layoff – the separation of an employee from her/his position in a class without fault on her/his part because of lack of work or funds.

Port Personnel Rules and Procedures

- (gg) New Position – a position created through the authorized addition of a position not previously existing.
- (hh) Part-time Employee – a person occupying a position in the Port service under one (1) of the following conditions:
- i. Classified – employee working in a classified position on a permanent basis, working less than the normal hours of the normal work week for the Port department.
 - ii. Exempt – employee working in an exempt position on a part-time basis.
- (ii) Permanent Employee – an employee who has satisfactorily completed a probation period and whose regular appointment has been approved by the appointing authority.
- (jj) Personnel Director – a position appointed by the City Administrator and responsible for the efficient operations of the Personnel Department of the City, per Section 2.01 of the City of Oakland Personnel Manual.
- (kk) Position – an individual employment in a particular class.
- i. Limited Duration - a position created for a specific purpose or due to an urgent need of limited duration.
 - ii. Exempt - a position not included in the competitive civil service by reason of the Charter or exemption by the Civil Service Board.
 - iii. Permanent - a position in the competitive civil service, which has required or which is intended to require, the services of an incumbent without interruption for a period of more than 120 calendar days.
 - iv. Temporary - a position in the competitive civil service which has required, or is intended to require, the services of an incumbent for a period not to exceed 120 calendar days, except as otherwise provided in these Rules.
- (ll) Promotion – the change of an employee in the competitive civil service from a position of one (1) class to a position of another class, for which a higher maximum base rate of pay is provided in the compensation plan and which involves increased or more complex duties.
- (mm) Promotional List – a list of names of persons arranged in order of ratings/scores, as provided by these Rules, who have been found qualified for promotion to a higher position or positions.
- (nn) Reassignment – The voluntary or involuntary assignment of any employee from one position to another position in the same or similar class under the jurisdiction of a single appointing authority.

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- (oo) Reassignment to Accommodate a Disability – reasonable accommodation of an employee with a disability through assignment to a vacant, funded position pursuant to section 5.10 of these Rules.
- (pp) Reclassification – the reassignment or change in allocation of an individual position on the basis of significant changes in the kind or difficulty of duties and responsibilities of such position.
- (qq) Redesignation – the designation of the incumbent in a position without affecting her/his status in the position in the event of a title change.
- (rr) Re-employment – the re-employment of a permanent employee who has resigned in good standing to a position in the same or similar class from which he/she resigned, within an allowable time period as provided by section 5.11 of these Rules.
- (ss) Reinstatement – the process of returning a person to her/his class from a reinstatement list after that person was laid off from her/his class.
- (tt) Reinstatement List – an eligible list of names of persons, arranged in the order as provided by Rule 9, who have been laid off from a position in the competitive civil service, and who are entitled to have their names certified to appointing authorities under the provisions of Rule 9.
- (uu) Release – separation due to failure to complete probation.
- (vv) Resignation – the voluntary separation of an employee from employment.
- (ww) Restricted Examination – an examination limited to specific full-time or part-time Port employees who meet the minimum qualifications of the class to be examined.
- (xx) Selection Process – the process of evaluating applicants for the competitive civil service. The selection process includes recruitment, application, screening, examination, certification, interview, appointment and the probationary process.
- (yy) Separation – the cessation of a person’s employment from Port service, including but not limited to resignation, medical separation, retirement, conclusion of appointment, release, and discharge.
- (zz) Series – a subdivision of a group in the classification plan, being a collection of classes in one occupational group having similar duties but usually at different pay schedules.
- (aaa) Shall and May – “shall” is mandatory and “may” is permissive.
- (bbb) Suspension – the temporary separation of an employee from her/his position with loss of pay and as a disciplinary measure.
- (ccc) Temporary Vacancy – a vacancy where there is an incumbent, but that individual is expected to be off for more than 120 days.
- (ddd) Test – one part of an examination.

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- (eee) Transfer – the transfer of a classified employee from a position under the jurisdiction of one appointing authority to a position under another appointing authority. Transfers are with the consent of the employee and the approval of the Port's Director of Human Resources and the consent of the appointing authorities concerned, provided the positions are in the same or similar class.
- (fff) Weight – the numerical value given to each part of an examination designating the relative worth and used in computing a final score or rating.
- (ggg) Y-rated Salary – when an employee is reallocated to a classification with a lower base rate of pay, the salary of an employee is fixed at the rate the employee was earning at the time of the reallocation until the salary rate for the position to which the employee is reallocated reaches or exceeds the level of salary that the employee is receiving.

RULE 2 - ORGANIZATION, RULES AND PROCEDURES

Section 2.01 – Duties of the Port’s Executive Director. The Port’s Executive Director shall be responsible for the management of Port personnel in accordance with Charter sections 706(21) and 901, Oakland Municipal Code Section 2.08.050, these rules and applicable Port Ordinances, the Bylaws of the Board of Port Commissioners, Resolutions and Administrative policies. The Port’s Executive Director shall have the following duties and, at his/her discretion, may delegate them to the Port’s Director of Human Resources:

- (a) Direct the efficient operation of Port personnel;
- (b) Prepare and maintain the Port Personnel Rules and Procedures, with proposed modifications thereto subject to the approval of the Civil Service Board;
- (c) Prepare, maintain and, subject to Civil Service Board approval, amend the position classification plan, including detailed classification descriptions;
- (d) Administer the selection process for positions at the Port of Oakland and maintain eligible lists of qualified candidates;
- (e) Perform other duties as the Board of Port Commissioners may assign.

Section 2.02 – Duties of the Civil Service Board. The functions and duties of the Civil Service Board are as follows:

- (a) Enforce, through general supervision of the personnel system, the provisions of these rules;
- (b) Review and approve amendments to the Personnel Rules and Procedures of the Port proposed by the City Administrator, Executive Director or the Board of Port Commissioners, except those that are administrative in nature, subject to and in accordance with OMC 2.08;
- (c) Study, investigate and research into such areas and matters as the City Administrator, or the Council through the City Administrator, the Board of Port Commissioners, or the Executive Director through the Board of Port Commissioners, may request, or as it may deem advisable;
- (d) Make reports and recommendations in writing thereon and formulate policy recommendations or recommended changes to the Personnel Rules and Procedures of the Port for the better realization of the objectives of the personnel system as set forth in the Charter,
- (e) Approve exemption of positions from the competitive civil service;
- (f) Perform the appellate duties and functions set forth in these Rules;
- (g) The Civil Service Board, or its designated representative, may, upon its own initiative, make such inquiries and investigations as it may deem to be warranted regarding the administration and effect of the provisions of the City Charter as related to matters of personnel management, and of the rules adopted in

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accordance therewith, and make such recommendations therewith, and make such recommendations to the appropriate authorities as in its judgment may be warranted; and

- (h) Perform such other duties and functions as the City Administrator or Executive Director may from time to time request.

Section 2.03 – Civil Service Board Procedures. The Civil Service Board shall, in consultation with the City Administrator and with the approval of the Council, establish procedures for the conduct of its meetings and hearings. Assuming at least a quorum of the Board is present, a majority vote of those members present is required for the adoption of any procedural or appellate motion. A quorum shall consist of four (4) members of the Board. The Civil Service Board shall make its reports, findings and recommendations in writing unless otherwise requested. All reports, findings and recommendations shall be submitted to the City Administrator. The City Administrator shall forward such reports, findings and recommendations to the Council, the Executive Director, or the Board of Port Commissioners, as appropriate.

Section 2.04 – General Appeal Procedure. Except as provided elsewhere in these Rules, appeals shall be filed with the Secretary to the Civil Service Board. The appeal shall be scheduled for the next regularly scheduled meeting of the Civil Service Board and may be continued by the Civil Service Board. At the meeting, the appointing authority, employee and/or affected union shall have an opportunity to present their positions, either orally or in writing. The Port's Executive Director or his/her designee shall also have an opportunity to be heard by the Civil Service Board who shall issue a final decision regarding the dispute.

Section 2.05 – Staffing for Civil Service Board. The City Administrator shall provide the Civil Service Board with assistance from City employees under her/his jurisdiction.

Section 2.06 – Port Department. The Board of Port Commissioners is hereby authorized to establish personnel rules and procedures, subject to approval by the Civil Service Board, consistent with the Charter and Oakland Municipal Code Section 2.08.050 and to provide for the administration of such rules for employees of the Port Department.

RULE 3 - CLASSIFICATION OF POSITIONS

Section 3.01 – Competitive Civil Service. All positions in the Port shall be in the competitive civil service except those positions designated in Article VII, Section 714 and Article IX, Section 902 of the City Charter or otherwise exempted by the Civil Service Board. All positions in the competitive civil service shall be under the jurisdiction of the Civil Service Board. No appointment to positions within the competitive civil service shall be made except in accordance with the Port Personnel Rules and Procedures.

Section 3.02 - Definition of Classification Plan.

- (a) **Classification of Positions:** All positions in the competitive civil service shall be grouped into classes, and each class shall include those positions sufficiently similar in respect to their duties, functions, and responsibilities so that similar positions may be assigned similar titles and embraced within the same class specifications, so that similar requirements as to training, experience, knowledge, skill, and ability, and same rates of pay are applicable. The purpose of such classification is to provide uniform standards, uniform pay scales and an orderly means of regulating the status of incumbents. The classification plan fixes titles of positions to their proper classes so that all positions with the same titles may be in the same class. The classification plan shall identify job series and feeder classes, where applicable.
- (b) **Preparation and Amendment of Classification Plan:** The classification plan for the Port Department, including class specifications, shall be prepared, maintained and, subject to Civil Service Board approval, amended by the Executive Director or his/her designee.
- (c) **Purpose and Effect of Class Specifications:** Each class specification describes the main characteristics and qualification requirements of positions in the class and gives examples of specific duties which employees holding such positions may properly be required to perform. Class specifications provide a basis for determining the relationship among classes, including the series to which a classification belongs, where applicable. The class specification is descriptive and explanatory, but not restrictive. The listing of particular examples of duties does not preclude the assignment of other tasks of related kind or character or skills.
- (d) **Performance of Higher Level Duties:** When an employee is assigned to perform duties of a higher class for training purposes, the Executive Director or his/her designee must be informed and such training is subject to her/his approval as to the individual working out of classification. The basis for approval shall be that benefit accrues to both the employee and the Port as a result of this training. Such training shall not be of more than six (6) months' duration.
- (e) **Application of Specifications to Positions:** In determining the class to which a position should be allocated, the specification of each class shall be considered in its entirety and in relation to the specification of other classes in the classification

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plan; and the position shall be related to other positions of its kind in the Port service.

- (f) Statement of Minimum Qualifications: The statement of qualifications in a class specification is intended to be used in determining the admissibility of applicants to competitive examinations, and as an aid in the preparation of such examinations. The minimum qualifications may also be used in determining the relationship between positions in one class and positions in other classes. The Executive Director or his/her designee, after consultation with the appointing authority, shall determine desired combinations of training and experience as minimum qualifications for the respective classes and, subject to Civil Service Board approval, these minimum qualifications shall become part of the class specification.

Section 3.03 - Title of Positions. The class title of a position shall be used to designate such position in all budgets, payrolls, the Port's Staffing Plan, and other official records in connection with all personnel transactions. No employee shall be appointed, employed or paid under any title or position other than that to which he/she was appointed, except in cases of acting pay.

Section 3.04 - Administration and Maintenance of the Classification Plan.

- (a) Responsibilities of the Personnel Director and the Civil Service Board: The Civil Service Board shall oversee and the Personnel Director shall administer and maintain the classification plan.
- (b) Creation of New Classifications: New classifications in the competitive Civil Service shall be subject to meet and confer to the extent required by law and shall become effective upon approval by the Civil Service Board as is consistent with City Charter Section 706(21) and Oakland Municipal Code Section 2.08.050 and ratification by the Board of Port Commissioners. In recommending the establishment of a new classification, the Executive Director or his/her designee shall submit to the Civil Service Board a class title and specification for such classification. The date of the Civil Service Board's and the Board of Port Commissioners' action shall be included on new class specifications.
- (c) Amendments to Class Specifications: Amendments to existing class specifications that fall within the mandatory scope of bargaining shall be subject to meet and confer. In the event that the affected union agrees with the proposed amendments, the amended class specification shall be effective upon approval by the Executive Director or his/her designee, subject to the following: first ratification on a consent calendar at the next regularly scheduled meeting of the Civil Service Board; second, adoption on a consent calendar at the next regularly scheduled meeting of the Board of Port Commissioners.

In the event that the Port and affected union do not come to agreement on the proposed amendments, the amendments shall be calendared for approval at the next regularly scheduled meeting of the Civil Service Board. The union and the Executive Director or his/her designee shall have the opportunity to be heard by

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the Civil Service Board at such meeting before the proposed amendment is effective. It will also be subject to adoption by the Board of Port Commissioners.

The date of the Civil Service Board's and the Board of Port Commissioners' action shall be included on amended class specifications.

- (d) **Classification Studies:** The Executive Director or his/her designee and/or the Personnel Director may initiate and conduct classification studies of any Port positions in the competitive civil service when he/she deems such study necessary, and shall recommend a change in classification where the facts warrant such action.

An employee who contends that he/she is working outside of her/his classification or who contends that her/his position has been improperly classified may submit to the Executive Director or his/her designee a request for a classification study. The Executive Director or his/her designee shall review such request and take further action as he/she deems appropriate, subject to appeal to the Civil Service Board as provided in section 3.04(e) of these Rules.

- (e) **Appeal to Civil Service Board regarding Changes in Classification:** In the event the Executive Director or his/her designee has made a decision regarding a change to an employee's classification or regarding an employee's request for review of her/his classification, and the affected employee does not agree with this decision, the employee or affected union shall have an opportunity to be heard by the Civil Service Board before the Executive Director's decision becomes effective. The employee shall file an appeal with the Secretary to the Civil Service Board within fifteen (15) working days of notice of the Executive Director's decision. A letter sent to the affected employee's address of record via regular and certified mail, or hand delivered to the affected employee, shall constitute notification. At the hearing, the appointing authority, employee and/or affected union shall have an opportunity to present their positions, either orally or in writing. The Executive Director or her/his designee shall also have an opportunity to be heard by the Civil Service Board. The Civil Service Board shall issue a final and binding decision regarding the classification issue in dispute.
- (f) **Quarterly Updates:** For both employee and employer initiated classification studies, the Executive Director or his/her designee shall provide quarterly updates to the Civil Service Board, the Board of Port Commissioners and the affected employee. For any classification studies pending for more than one (1) year, the update shall be accompanied by an explanation for the delay. An employee may request an update on her/his employee request for classification study at any time.

Section 3.05 – Treatment of Incumbents as a Result of Reclassification of Positions. In the event of a classification study, incumbents may be upgraded, downgraded or unchanged. Should an incumbent be upgraded or downgraded, the following shall occur:

- (a) **Upgrading of Position:** When a position is reclassified to a class of higher grade, the incumbent may be assigned to the class of higher grade without examination providing he/she has performed the duties of the class for one year prior to the

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inception of the classification study. The Executive Director or his/her designee must attest to the fact that the employee has performed these duties for a period of one year. No classification study shall be performed if the incumbent has served less than one year in the position.

When a class study is initiated by an employee, the Executive Director or his/her designee or the Personnel Director and leads to placement in a higher grade classification, for purposes of determining seniority, the effective date of reclassification shall be the date on which the completed Position Description Questionnaire form is received by the Port's Human Resources Department.

When a class study involving multiple positions is initiated by the Executive Director or his/her designee or the Personnel Director and leads to placement in a higher grade classification for any incumbent, for purposes of determining seniority, the effective date of reclassification shall be the date on which the earliest completed Position Description Questionnaire form is received by the Port's Human Resources Department.

- (b) Downgrading of Position: When a position is reclassified to a class of lower grade, the incumbent may be assigned to the position of a lower grade at no loss in salary at the time of the downgrading. The salary shall be "Y-rated" until such time as it becomes equivalent to the salary paid the classification. The employee shall be placed on the laid-off list of her/his former class and shall have priority re-employment rights to the classification from which he/she was downgraded for a period of two (2) years from the date of the Civil Service Board's action changing the classification.
- (c) Redesignation: When a position is retitled to a class of the same grade, the incumbent shall be redesignated to the new classification without loss in status.
- (d) Notification: When a position is reclassified to a class of a lower or higher grade, the incumbent, her/his appointing authority, and the affected union (when applicable), shall be notified in writing at least two (2) calendar weeks in advance of the reallocation. A letter sent to the affected employee's address of record via regular and certified mail, or hand delivered to the affected employee, shall constitute notification.

Section 3.06 – Conditions for Accepting an Exempt Classification into the Competitive Civil Service. In the event that classifications which were previously exempted from the competitive civil service are to be included in the competitive civil service, the following procedure shall be followed:

- (a) The Executive Director or his/her designee shall review the classification to determine that its organizational structure, job design, and compensation meet the standards established for other classifications at the Port consistent with the City's Personnel System. If these standards are met, the classification shall be placed in the competitive civil service in the same manner as any new classification.
- (b) In the event a position in such a classification has an incumbent, and the incumbent meets the minimum requirements for the classification, has lawfully

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served for at least one year in the position performing the same or similar duties, and has standard or above performance ratings, the Executive Director or his/her designee shall grant the incumbent permanent status in the competitive civil service and shall notify the incumbent of such decision.

- (c) Should a position be occupied by an incumbent whose service is less than one year and/or does not possess the minimum qualifications, such employee shall be declared a provisional employee and may continue in that status for a period not to exceed 120 days from date of such declaration. The position shall then be treated as being vacant and open to competitive examination. Upon appointment of a candidate from an eligible list, the classification shall be deemed classified.

RULE 4 - APPLICATIONS, RECRUITMENT, EXAMINATIONS, SELECTION, AND ELIGIBLE LISTS

Section 4.01 – Recruitment. The Port shall utilize the broadest feasible recruitment methods for attracting Oakland residents and other qualified and diverse applicants. Recruitments may be open, promotional or may be restricted to Port employees, depending on the Port's needs. The Port will give reasonable notice to all of its employees concerning the Port's employment opportunities. Announcements of recruitments for positions shall be posted on the Port's website and on the City's Personnel website weekly and supplied to all department heads who shall post and/or distribute such notices.

Section 4.02 – Applicants for Selection Process. All applicants for positions in the competitive civil service will be required to participate in a competitive selection process, which shall be based on merit and fitness as ascertained by practical competitive examination and by records of achievement. The Port will make Port application forms available to all prospective applicants. In compliance with Labor Code Section 432.9(a), and unless mandated by law, such application shall not ask an applicant for employment to disclose, orally or in writing, information concerning the conviction history of the applicant until the Port has determined that the applicant meets the minimum qualifications as stated in the notice issued for the position. Once submitted to the Port, applications shall not be returned. Applicants must submit applications on or before the filing deadline stated in the job announcement. An applicant's failure to provide complete and accurate information on all application materials may be grounds for immediate disqualification in the application process, and may result in dismissal from employment.

Section 4.03 – Names of Applicants Withheld. Names of applicants shall not be made public prior to examination, except by permission of the Executive Director or his/her designee.

Section 4.04 – Background Checks. As part of the selection process, applicants shall, upon request, be required to supply references, and may be required to submit to a thorough background check by the Port. Applicants may be required to submit to testing for illegal drug use, where permitted by law.

Section 4.05 – Eligibility to Compete In Competitive Examination Process. Except as provided in section 4.06, the competitive examination process shall be open to all applicants who meet the minimum qualifications and any standards or requirements of state or federal law.

Section 4.06 – Basis for Rejection of Applications. The Executive Director or his/her designee may refuse to examine and/or certify an applicant who is found to lack any of the requirements established for the position for which application is made, for any violation of these Rules, or for the following reasons:

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- (a) Applicant is not currently employed by the Port:
 - i. The applicant's past employment record is of such a nature that would indicate unsuitability for public employment including incompetence, misconduct, or unsatisfactory service;
- (b) All applicants:
 - i. The applicant has practiced, or attempted to practice, any deception or fraud in her/his application, or in demonstrating her/his eligibility or in securing her/his appointment.
 - ii. The applicant has been convicted of an offense which excludes the applicant from eligibility for the position based on applicable law or which in the judgment of the Executive Director or his/her designee renders the applicant unsuitable for the position. The Director shall take into consideration the following:
 - (1) Whether or not the conviction is job related to the position the applicant is seeking.
 - (2) The nature of the job he/she is applying for and the seriousness of the crime committed.
 - (3) The time elapsed since conviction and the applicant's demonstrated behavior pattern during that time.
 - iii. The applicant has made a false statement or has omitted material facts on the application.
 - iv. The applicant is a current user of illegal drugs as defined by state law.

If the applicant's name is placed on the eligible list before the Executive Director or his/her designee becomes aware of any false statements made on the application, the applicant's name shall be stricken from the eligible list. If, after the applicant has been appointed to a position, such false statement is discovered, it shall be considered cause for discharge.

Section 4.07 – Announcement of Selection Process to Fill Vacancy. Notice of a selection process for employment shall be given at least ten (10) working days in advance of the last date for filing applications. The announcement of the selection process shall list the minimum education, experience, and license requirements for application, and any other information as is necessary to adequately inform prospective applicants about the selection process. The minimum rating and/or score for which eligibility for the position may be achieved will be established by the Executive Director or his/her designee, in keeping with the provisions of section 4.10 of these Rules.

Section 4.08 – Type and Scope of Competitive Examination. Examinations may be assembled or unassembled, in part or in their entirety.

All examinations shall be designed for the purpose of determining the qualifications of applicants for positions, and shall be practical and shall fairly test the fitness of the

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persons examined, and shall take into consideration elements or requirements of education, experience, knowledge and skill, aptitude, character, personality, physical fitness and any other element or requirements pertinent to the job and the specifications, as determined by the Executive Director or his/her designee.

Section 4.09 – Administration of Examinations. Each examination shall be conducted by the Executive Director or his/her designee. Due diligence shall be used to ensure fairness, prevent collusion and/or fraud in the examination process, and to comply with these Rules.

Dates for any examinations may be postponed or canceled by the Executive Director or his/her designee. The Executive Director or his/her designee may order a new recruitment and examination process in the event that the examination generates an insufficient number of eligible candidates to certify the number of candidates specified under the certification rule.

Section 4.10 – Ratings of Results of Examinations. The Executive Director or his/her designee shall use generally accepted examination methods in rating and/or scoring the results of examinations and in determining the relative standings of the candidates.

Candidates shall be required to attain a score of not less than 70% on each part of the examination. In all examinations the 70% used, representing the minimum passing score, need not be the arithmetic 70% of the total possible score, but may be an adjusted score based on a consideration of the difficulty of the test, the quality of the competition, and the needs of the competitive civil service. Any such adjusted score shall be established before the identification of the candidates' examination papers.

The final earned rating and/or score of each person competing in any examination shall be determined by the weighted average of the earned ratings and/or scores on all parts of the examination, according to the weights for each part established by the Executive Director or his/her designee; the weights of each portion of the exam shall be provided to applicants in advance of the conduct of the examination.

Section 4.11 – Oakland Residents Preference in Examinations. A City of Oakland resident who competes in an examination process for a position in the competitive civil service shall be given an additional five (5) points on her/his final examination score, provided that he/she initially scores a passing score on the examination and has been a City resident for a minimum of one (1) year as of the date of the establishment of the eligible list for that examination. The applicants must submit satisfactory written proof of residency as determined by the Executive Director or his/her designee.

Section 4.12 – Veterans' Preference in Examinations. A qualifying veteran who competes in an examination for a position in the competitive civil service shall be given an additional five (5) points on her/his final examination score, provided that he/she initially scores a passing grade on the examination. For the purposes of this Rule, a "veteran" means any person who has served full time for 181 days or more in the armed forces in time of war; or in time of peace in a campaign or expedition or service in which

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a medal has been authorized by the government of the United States, who has been discharged or released under conditions other than dishonorable, but does not include any person who served only in auxiliary or reserve components of the armed forces.

Section 4.13 – Disabled Veterans’ Preference in Examinations. “Disabled Veteran” means a veteran who was disabled as a result of such service. Proof of such disability shall be deemed conclusive if it is of record in the United States Veterans Administration. Such veterans who become eligible for certification from eligible lists by attaining the passing mark established for the examination shall be allowed additional credits amounting to 7.5 points on open examinations. Dates of military service shall be defined as those established in section 4.12 of these Rules.

Section 4.14 – Veterans’ Preference Entitlement Exhausted Upon Acquiring Permanent Appointment. The exercise of the preferences in section 4.12 and section 4.13 shall be exhausted upon one (1) permanent appointment from an eligible list and the completion of the required probationary period. The application of any other veterans’ credits on any other examination shall be automatically cancelled.

Section 4.15 – Seniority Credit for Permanent Employees. Seniority credit shall be given on the final examination score for permanent employees who compete in examinations so long as the employee’s overall rating is at least “fully effective” or equivalent in the most recent performance appraisal leading up to the date of the examination. In addition, an employee shall have maintained a record clear of any disciplinary action (excluding reprimands) for a period of one year prior to the date of examination. To receive this credit, employees must be in permanent status at the time of application and examination, on an approved leave of absence, or on a reinstatement list. Credit shall be calculated as of the date of the job announcement as follows:

- (a) An employee who has completed ten (10) or more full years of Port and/or City service and who successfully competes in an examination shall receive up to an additional five (5) points added to her/his final examination score.
- (b) An employee who has completed fewer than ten (10) years of Port and/or City service shall receive an additional number of points, less than the five (5) points cited in sub-section (a) above and prorated in accordance with her/his number of completed years of Port and/or City service, added to her/his final score.

Current Port employees who qualify for an examination shall be permitted to take such examination during working hours, if the examination is scheduled during working hours and the employee provides three (3) working days notice to her/his immediate supervisor. If the announcement of examination does not permit three (3) working days notice, the employee shall notice her/his supervisor within 24 hours of being notified of the examination.

Section 4.16 – Eligibility for Promotional Examination. At the discretion of the Executive Director or his/her designees, promotional examinations may be administered to candidates who meet the minimum qualifications or occupy appropriate classifications

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designated by the classification plan. Only employees who are eligible to receive credit pursuant to 4.15 may compete in a promotional examination.

Section 4.17 – Eligibility for Restricted Examination. The Executive Director or his/her designee may order an examination limited to specific full-time and part time Port employees who meet the minimum qualifications of the class to be examined.

Section 4.18 – Notice and Review of Results of Examinations. All persons competing in any examination shall be given notice of their final score/rating and rank, or their failure to attain a place upon the eligible list.

A candidate who is a current Port or City employee may, upon request, inspect her/his own examination papers and the grading thereof during the first 30 days after the Executive Director or his/her designee has established the eligible list.

Section 4.19 – Appeal of Examination Results. Applicants may appeal the results of an examination or any of its parts to the Civil Service Board. Such appeal may be sustained only upon a clear and convincing showing that:

- (a) A mechanical and/or electronic error or error not involving judgment or discretion was made in grading, scoring, or computing, or
- (b) An examination rating and/or score was the result of fraud or bias on the part of an examiner or rater.

Test content is not subject to appeal.

Any appeal must be filed with the Executive Director or his/her designee no later than thirty (30) days after the establishment of the eligible list resulting from the examination. The Executive Director or his/her designee's decision on the appeal may be appealed to the Civil Service Board within thirty (30) days. In the event the Executive Director or his/her designee does not act upon the appeal within thirty (30) days, the appellant shall have an additional thirty (30) days to appeal the matter directly to the Civil Service Board. The decision of the Civil Service Board shall be final. No person previously appointed shall be displaced as a result of any correction ordered by the Executive Director or his/her designee or the Civil Service Board.

Section 4.20 – The Establishment of Eligible Lists. The Executive Director or his/her designee shall provide for an eligible list, from which vacancies shall be filled, for a period of probation before employment is permanent, and for promotion on the basis of merit, experience and record.

Each eligible list shall consist of the names of all persons who have shown by examination that they possess the qualifications which entitle them to be considered for appointment or promotion to any position in the class for which such list is established. Eligible lists shall be made public after the list has been established by the Executive Director or his/her designee.

From the reports of the scoring and/or rating of the examination process, the Executive Director or his/her designee shall prepare or cause to be prepared an eligible list showing

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the names of candidates who have obtained ratings and/or scores equal to or greater than the minimum required in each stage of the examination process, whose final earned rating is 70 or more, and who have been accepted as meeting all other requirements for eligibility, arranged in order of their relative ratings or scores. The Executive Director or his/her designee may determine the total number of persons who shall constitute the list of eligibles.

Eligible lists shall become effective upon approval by the Executive Director or his/her designee. There shall be two (2) kinds of eligible lists resulting from examinations: (1) Open eligible lists, which result from open examinations and which shall expire one year from that date of approval; and (2) restricted or promotional lists, which result from closed restricted or promotional examinations and which shall expire two (2) years from that date. The Executive Director or his/her designee shall have the authority to extend the duration of an eligible list or to cancel such list prior to expiration. However, no list shall be extended for a period exceeding four (4) years from date of initial approval. When there is more than one eligible list for a particular class, the two (2) lists may be combined and the names of eligibles may be entered on the combined list at the discretion of the Executive Director or his/her designee. A name occurring on a combined list shall be removed on the date on which the original list would expire. In the event that there are insufficient names to certify to the appointing authority or no eligible list exists, the Executive Director or his/her designee may designate alternative lists, to include a transfer or eligible list for comparable classes.

Section 4.21 – Declined Offer of Appointment. An eligible who is notified that he/she is being offered an appointment is required to respond to the Executive Director or his/her designee within five (5) working days of the date of notification. The Executive Director may extend the time response period. An eligible who has failed to respond within the time limits shall be considered to have declined the offer of appointment.

After being offered an appointment, an eligible may decline appointment without losing her/his eligibility for future appointment by providing in writing reasonable grounds for declining an offer within the time periods set forth above.

Section 4.22 – Removal of Names from Eligible Lists. Names of eligibles will be removed from any eligible list for any causes as set forth in section 4.06, and may be removed for any of the following:

- (a) The eligible has been appointed through certification from any such list to fill a vacancy in any department, except as provided by section 5.06;
- (b) The eligible has declined a formal offer of appointment and has failed to respond to the Executive Director or his/her designee in accordance with section 4.21 of these Rules;
- (c) The eligible has waived a hiring interview three (3) times for a permanent position in any given class;
- (d) The eligible has failed to respond to her/his communication regarding availability for employment; or

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- (e) The eligible does not possess or has failed to maintain the qualifications required by law and the terms of the position announcement.

Section 4.23 – Restoration of Names to Eligible Lists. Names removed from any eligible lists may be restored to the list, for just cause, upon a request made in writing to the Port's Executive Director or his/her designee. The decision of the Executive Director or his/her designee may be appealed to the Civil Service Board.

RULE 5 - CERTIFICATION AND APPOINTMENT

Section 5.01 – Power of Appointment and Types of Appointments. All appointments to Port positions in the competitive civil service shall be made by the Executive Director or his/her designee under and in conformity with the provisions of the City Charter and these Rules and the Bylaws of the Board of Port Commissioners, by appointment from an eligible list, reinstatement, re-employment, transfer, reassignment, or temporary appointment (see guidelines in appendix A).

There are three (3) types of vacancies in the Port service to be filled by appointments: permanent vacancies, temporary vacancies, and absences. Permanent vacancies shall be filled by: appointment from an eligible list, reinstatement, re-employment, transfer or reassignment. Temporary appointments shall be made in accordance with section 5.06 of these Rules.

Except as specifically provided in these Rules or in applicable MOUs, temporary appointments shall be at will and shall not attain permanent status.

Section 5.02 – Procedure for Certification to Fill Vacancies in the Competitive Civil Service. Whenever a vacancy is to be filled other than by transfer, reassignment (including reassignment to accommodate a disability), demotion or re-employment, the Executive Director or his/her designee shall request the certification of names to the class of position for which the vacancy exists. Upon receipt of this request, the Director of Human Resources shall certify eligibles for the appropriate class in the following order: (1) reinstatement list; (2) promotional or restricted list; (3) open list.

In case of certification from a reinstatement list, the Executive Director or his/her designee shall certify the names in rank order on the list, in accordance with section 9.03 of these rules.

Except in the case of a reinstatement list, the Executive Director or his/her designee shall certify, whenever possible, the top four (4) ranks on the eligible list for the vacancy, with an additional two (2) ranks for each additional vacancy. The appointing authority shall interview all available and willing certified eligibles. If the appointing authority does not select for appointment any of the certified eligibles, he/she may request additional ranks as set forth above.

As provided in section 4.20, if no appropriate eligible list exists, then the Port's Director of Human Resources may certify from such other eligible lists, as he/she deems most appropriate.

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Section 5.03 – Selective Certification. The Executive Director or his/her designee shall certify the highest ranking eligibles willing to accept employment. However, the Executive Director or his/her designee may require additional and special qualifications and experience for the position. The Executive Director or his/her designee must provide a statement of valid reasons for such additional and special qualifications and experience; notice of these special qualifications shall be a term of the job announcement. The Executive Director or his/her designee shall certify the highest ranking eligibles who possess the necessary qualifications for selective certification in accordance with section 5.02 of these Rules. The decision to conduct a selective certification recruitment may be appealed to the Civil Service Board within 10 working days of the posting of the job announcement.

Section 5.04 – Limit on Certifications. No person shall be certified from an eligible list more than four (4) times for the same or a similar position, except at the request of an appointing authority, provided that certification for a temporary appointment shall not be counted as one of such certifications.

Section 5.05 – Certification to Position in Lower Class. Any person on an eligible list may, with the approval of the Executive Director or his/her designee, be certified to a class of position lower than that for which he/she was examined, provided such position is one having similar duties and responsibilities and provided further, that no eligible list exists for the lower class. Acceptance of such position shall not result in removal from the original eligible list.

Section 5.06 – Temporary Appointments.

- (a) **Provisional Appointments:** The Executive Director or his/her designee, subject to the ratification of the Civil Service Board and the Board of Port Commissioners, may make provisional appointments, in the absence of an eligible list, for any position in which a vacancy may occur. No such provisional appointment shall continue after regular appointment from an eligible list, nor, in any event, shall such appointments continue for more than 120 calendar days. Provisional appointees may not be placed in permanent employment without successfully competing in a selection process.

In cases where the Executive Director or his/her designee desires to fill a vacancy by provisional appointment, candidates must be eligible to compete in the examination for that vacancy.

- (b) **Limited Duration Appointments:** Whenever the Port requires assistance because of a special project, employees' absence due to sick or other leave or vacation relief, or a temporary increase in the workload, appointments of a limited duration may be made from an appropriate eligible list for the duration of such work. The acceptance or rejection by an eligible of this type of appointment shall not affect her/his standing on the eligible list.

The request and certification shall specifically state the date beyond which such appointment shall not extend, insofar as is known; and on such date, the

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employment of the person shall cease, unless sooner terminated. Appointments of over a year are construed as being of a permanent nature, and as such, the rules affecting permanent appointments will apply.

- (c) **Temporary Contract Service Employees:** The Executive Director or his/her designee may appoint an employee to the temporary contract service employee classification for a maximum of 960 hours per fiscal year for one of two (2) types of assignments. Employees may be assigned to a division or a project on a regular basis up to the maximum 960 hours; or, assignments may be on an occasional or short-term (less than 30 days) basis. These assignments usually require specialized skills such as performance arts, short-term project management and transcription services. This classification may not be used for ongoing or repetitive use. Temporary contract service employees may not be placed in permanent employment without successfully competing in an examination process.
- (d) **Exempt Limited Duration Employees:** The Executive Director or his/her designee may appoint an employee to the exempt limited duration employee classification to meet the Port's need to fill positions with: (1) limited funding cycles of one year or less; (2) special projects that are longer than 6 months in duration, yet still short-term; or, (3) positions where the duties and responsibilities have not been fully defined. Exempt limited duration appointments may not exceed one year.

Regular appointment employees who accept exempt limited duration appointments will continue to receive the same fringe benefits they received in their regular appointment. Exempt limited duration employees do not accrue seniority. Exempt limited duration employees may not be placed in permanent employment without successfully competing in a selection process.
- (e) **Temporary Agency Assignments:** The Executive Director or his/her designee may contract with temporary agencies to provide temporary services in the event of an emergency, a special project or under unusual circumstances when help is needed immediately and for short duration. If temporary personnel are required for more than 30 days, it is preferable to make a provisional or limited duration appointment. Temporary agency assignments may not exceed 120 days. Temporary agency employees are not Port employees and are not eligible for retirement, health or other fringe benefits.
- (f) **Grant Funded Limited Duration Appointments:** The Executive Director or his/her designee may appoint grant funded limited duration employees to meet the Port's need to fill classified positions that are funded by grants lasting up to three (3) years. Grant funded limited duration appointments shall come from an appropriate eligible list, and shall not exceed three (3) years. The acceptance or rejection by an eligible of this type of appointment shall not affect her/his standing on the eligible list.

Upon completion of a probationary period, grant funded limited duration appointments shall attain permanent status with the following exception: in the

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event of a layoff or the conclusion of the grant, a grant funded limited duration employee shall have no right of appointment to any classified position.

Section 5.07 – Reassignment of Employees. The Executive Director or his/her designee may at any time assign any employee under her/his jurisdiction from one position to another position under her/his jurisdiction in the same class. The Executive Director or his/her designee may also reassign an employee in a position in the competitive civil service to a position of a similar class under his/her jurisdiction for which the maximum base rate of pay is the same.

Section 5.08 – Transfer of Employees. The transfer of a classified Port employee from a position under the jurisdiction of the Executive Director or his/her designee to a position under the jurisdiction of another appointing authority may be made with the consent of the employee and the approval of the Personnel Director and the consent of the appointing authorities concerned, provided the positions are in the same or similar class.

Section 5.09 – Transfer List. Any permanent classified Port employee may request a transfer to another department within the Port in her/his current classification, provided the employee meets the qualifications for the position. A transfer list may be maintained and employees may, upon written application to the Executive Director or his/her designee, have their names made available to department heads for consideration of appointment to vacancies for which they would be eligible as defined by these Rules. Names of employees may also be placed on the transfer list upon request of the Executive Director or his/her designee, with notice to the employee. Vacancies may, with the consent of the Executive Director or his/her designee, be filled from the transfer list.

Section 5.10 – Reassignment to Accommodate a Disability. When an employee who has a disability is unable to perform the essential functions of her/his job, with or without reasonable accommodation, the Executive Director or his/her designee, shall, where required by law, reassign the employee to a vacant, funded position for which the employee meets the minimum qualifications, and is able to perform the essential functions of the job, with or without reasonable accommodation. Such reassignments shall have priority over any individuals on existing eligible lists.

Section 5.11 – Re-employment After Resignation. Any permanent employee who has resigned from service in good standing shall, upon her/his written request, be considered for re-employment to a position in the same or similar class in the competitive civil service, within two (2) years of the date of such separation. A longer period of time from separation date to re-employment may be approved by the Executive Director or his/her designee, for highly qualified former employees and for positions where recruitment is difficult.

Such re-employment shall be made without additional examination and must have the approval of the Executive Director or his/her designee. Re-employment as herein defined, may take precedence over eligible lists; but in no way shall it be made mandatory for the

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Executive Director or his/her designee to re-employ former employees. Appointment shall otherwise be made in the manner as for original employment as defined in other sections of these Rules.

RULE 6 - PROBATIONARY PERIOD

Section 6.01 – Probationary Period. Every person appointed or promoted to a permanent position in the competitive civil service after certification from an eligible list, shall serve a period of probation while occupying such position, which shall be considered a part of the test of fitness. Former employees who are re-employed under the provisions of these rules shall be required to serve a period of probation of six (6) months from the date of re-employment.

The probationary period shall be an essential part of the selection process, and shall be utilized for the most effective adjustment of a new employee and for the removal or demotion of any probationary employee whose performance does not meet the required standard of performance.

Section 6.02 – Duration of Probationary Period. For entrance appointments, the duration of such probationary period shall be for a period of twelve (12) consecutive months of active service. The probationary period for persons appointed on a promotional basis shall be six (6) months.

An employee accepting a regular entrance appointment who has served on a limited duration appointment in the same class immediately prior to her/his regular appointment shall have that period of time counted as part of her/his probationary period. Rights and privileges shall accrue from the beginning date of limited duration appointment and shall be considered the original appointment date.

Section 6.03 – Interruption of Probationary Period. If an employee is laid off during the probationary period and subsequently reappointed to the same class, he/she shall be given credit for the portion of the probationary period previously completed.

If an employee is transferred during her/his probationary period from a position under the jurisdiction of the Executive Director or his/her designee to a position under the jurisdiction of another appointing authority, the second appointing authority shall grant credit for the portion of the probationary period previously completed.

Section 6.04 – Performance Rating During Probationary Period. The Executive Director or his/her designee shall file an approved report of performance at the end of the third and fifth months of employment for each employee serving a six-month probationary period. For probationary employees who have been required to serve a twelve-month probationary period, the Executive Director or his/her designee shall file with the Director of Human Resources a report of performance for each employee at the end of the third, fifth, eighth, and eleventh months of employment. This section does not preclude the filing of additional reports at any other time during the employment of any individual.

Upon a favorable report, the appointment of the employee shall be deemed to be permanent at the expiration of the probationary period. In the event of an unfavorable report, the Executive Director or his/her designee shall notify the Port's Director of

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Human Resources and the employee, at least five (5) working days in advance, that he/she will be removed from the position no later than the final date of the probationary period.

Section 6.05 – Removal or Demotion of Employee During The Probationary

Period. At any time during the probationary period (entrance appointment to a classified position – one (1) year; entrance and restricted entrance appointment to a higher or equal classification – one (1) year; or a promotional appointment – six (6) months), an employee may be removed from her/his current position by the Executive Director or his/her designee provided that:

- (a) Upon removal by the Executive Director or his/her designee, such probationer's name shall be removed from the eligible list from which he/she was certified, and he/she shall be considered permanently separated from that position without right of appeal to the Civil Service Board except as set forth in section 6.06.
- (b) If the employee has served at the Port or the City in another position in the competitive civil service, the employee shall be notified in writing by the Department of Human Resources within five (5) working days of removal that he/she may be reinstated to his/her prior classification from which promotion was made. The employee has five (5) working days from date of notification to respond in writing, stating her/his wish to be so reinstated.
- (c) Reinstatement to his/her former classification will be based on the circumstances of the removal from the most recent appointment during the probationary period and the employee's work record as determined by the Executive Director or his/her designee.
- (d) If reinstatement is effected by the Executive Director or his/her designee, the employee shall be appointed to a vacant position in his/her former classification. If none is immediately available, it shall be the responsibility of the Executive Director or his/her designee to provide such a vacancy as expeditiously as possible without violating the rules of any applicable Port/Union MOU, or these Port Personnel Rules and Procedures, concerning layoffs and without the necessity of creating an additional position.

Section 6.06 – Limited Rights of an Employee During Probationary Period. The right of an employee to appeal to the Civil Service Board because of her/his permanent separation from her/his position during his/her probationary period shall be limited to the following:

- (a) Failure of the Executive Director or his/her designee to comply with section 6.04 of these Rules;
- (b) Failure of the Executive Director or his/her designee to comply with section 6.05 of these Rules;
- (c) Discrimination against an employee during such probationary period on the basis of race, color, religion/religious creed, marital status, national origin/ancestry, sex, gender, gender identity, gender expression, pregnancy, sexual orientation,

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physical or mental disability, medical condition, genetic information, AIDS/HIV status, military or veteran status, age, citizenship or on any other status protected by federal, state or local law.

Section 6.07 – Procedure to Be Used In Appeals and Hearings Under Section 6.06. Whenever an employee who has been permanently removed from her/his position during the probationary period desires to appeal under the provisions of section 6.06, the following order of procedure shall govern:

(a) Order of Procedure in Appeals:

- i. The appeal must be filed in the office of the Executive Director or his/her designee within five (5) working days from the date that notice of removal was filed upon the affected employee. A letter sent to the affected employee's address of record via regular and certified mail, or hand delivered to the affected employee, shall constitute notification.
- ii. The appeal must be submitted in writing, and if the appellant desires to waive a public hearing, such a waiver must be in writing.
- iii. The appeal shall state the sub-section of section 6.06 of these rules upon which it is based and a statement of the facts upon which such appeal is based.
- iv. Within seven (7) working days from the filing of this appeal, the Executive Director or his/her designee shall submit to the Civil Service Board in writing its response.
- v. At the first meeting of the Civil Service Board after the filing of the appeal and the Port's response, the appeal shall be received and a date for the hearing shall be set. The appeal hearing shall be held at the next meeting of the Civil Service Board, unless continued by the Civil Service Board.
- vi. Not less than five (5) working days before the date the appeal is scheduled for hearing, the Civil Service Board shall send:
 1. A written notice giving the date, time, and place of such hearing to the Executive Director or his/her designee, to the appellant or her/his attorney and/or representative, and to the Port Attorney;
 2. A copy of the appeal to the Executive Director or his/her designee and the Port Attorney; a copy of the answer of the Executive Director or his/her designee to the appellant or her/his attorney or representative.
- vii. Hearings on appeals may be open to the public. However, upon motion of a directly interested party, the Chairperson of the Civil Service Board may exclude from the hearing room any witnesses not at the time under examination; except that a party to the proceeding and/or her/his counsel, or other persons conducting her/his case cannot be excluded.

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- viii. The technical rules of evidence shall not apply. However, all testimony and exhibits offered must be relevant and bear upon the act of removal. Any testimony or exhibits that do not meet these criteria may be excluded. The Civil Service Board shall consider the objection of either side to the introduction of evidence.
 - ix. Hearings may be continued beyond the period originally scheduled or recessed until a future date agreeable to the Civil Service Board and the parties for good reason. Provided, however, that if such request is made by the appellant or her/his attorney of record and the Civil Service Board sustains the appeal, the Civil Service Board may rule that the appellant shall receive no pay for the period of time during which such continuance was granted.
 - x. Based on the evidence presented at the hearing, the Civil Service Board shall render its decision which may be:
 - a. to sustain the action of the appointing authority concerned;
 - b. to sustain the appeal and reinstate the appellant in accordance with subsection xi below.
 - xi. The words "probationary period" as defined in section 6.01 of these rules shall be construed to mean a period of probation consistent with the letter and spirit of these rules; if an appeal is sustained hereunder, the Civil Service Board may determine that there has been an interruption in the probationary period from the date of the cause giving rise to the appeal hereunder, to the date of the decision by the Civil Service Board, and the probationary period of the appellant may be extended by the length of such interruption.
- (b) Burden Of Proof: In any appeal under this section, the burden of proof shall be upon the appellant, and the evidence in support of the allegations made in such appeal must be clear and convincing.

RULE 7 - PERFORMANCE EVALUATIONS

Section 7.01 - Establishment of Performance Evaluation System. A system of performance evaluation is established to provide a fair, impartial, and objective means for rating and reporting the service and performance of each employee in the competitive civil service.

The performance evaluation plan, embodying significant factors and factor degrees for the various classes of positions, shall have reference to the quality and quantity of work done, and other characteristics which shall be considered in rating and reporting the ability, performance and efficiency of the respective employee and the value of the employee to the Port service.

The following rules and the supplemental manual of procedures and factors define the performance evaluation standards and procedures which shall be used in connection with eligibility for advancement, layoff, re-employment, promotion, demotion, dismissal from the service, or as a recommendation for reduction in pay within the salary range for the classification, and in other decisions relating to the status of employees. Such plan shall primarily be a means, whereby individual employees may regularly review their performance with their supervisors, and for ascertaining and encouraging the improvement in service by the employees, for recognizing superior performance, and in providing effective supervision of employees.

Section 7.02 – Official Copy of Employee Performance Evaluations. The system of performance evaluations, as approved by the Civil Service Board, shall be maintained in separate manual form.

The Port's Director of Human Resources shall provide the Executive Director or his/her designee with copies of the performance evaluation plan and shall prescribe the forms to be used. The performance evaluation plan in the office of the Port's Director of Human Resources shall be open for the inspection of the employees during business hours.

Section 7.03 – Participants in the Performance Evaluation Procedure. The performance evaluation for permanent employees in the competitive civil service shall be made annually by a rating supervisor and a reviewing supervisor in each organizational unit or department within the Port, as designated by the Executive Director or his/her designee.

Each rating supervisor, designated by the Executive Director or his/her designee, shall be the person who is immediately responsible for the work of the employee; that is, the first person in authority who has supervisory responsibility and who either regularly oversees, reviews and checks the work of the employee or who is most closely acquainted with her/his daily performance during the period of time for which the performance evaluation is conducted. The reviewing supervisor, designated by the department head, shall be the next higher supervisor in line of authority above the rating supervisor, who has personal knowledge of the work and performance of the employee in the unit or division to which the employee is assigned.

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Section 7.04 - Assistance by the Port's Director of Human Resources. The Port's Director of Human Resources shall be responsible for distributing employee performance evaluation forms, instructing the evaluating and reviewing supervisors regarding the performance evaluation procedure, recording final performance ratings for individual employees on the appropriate records, and obtaining widespread understanding among the employees of the objectives and characteristics of the performance evaluation procedures.

Section 7.05 - Open Records of Performance Evaluations. The performance evaluations of the respective employees in each department shall be open at all times to said employees for review of their own file and for the inspection by the Port's Director of Human Resources.

The performance evaluations of employees as maintained by the Port's Director of Human Resources respecting each department likewise shall be open to the respective employees for review of their own file and to the Executive Director and his/her designee. Any employee shall be entitled to be informed by the Port's Director of Human Resources only as to the performance evaluations recorded for herself/himself and those employees who work under her/his supervision.

RULE 8 - VACATIONS AND LEAVES OF ABSENCE

Section 8.01 - Vacation Leave, Authority For. The following rules shall govern vacations and leaves of absence, in accordance with the provision of Ordinance No. 8546 C.M.S., passed by the City Council May 16, 1972:

The Board is hereby authorized to make rules and regulations governing leaves of absence and vacations for all employees in the Classified Civil Service whose leaves of absence and vacations are not otherwise provided for by ordinance or resolution of Council. Unless otherwise provided for by ordinance or resolution of Council, those employees not in the Classified Civil Service shall be allowed the rights and privileges granted to the employees in the Classified Civil Service.

- (a) **Purpose.** The purpose of annual vacation leave is to enable each eligible employee to return to her/his duties mentally and physically refreshed. All employees in the Competitive civil service, other than those excluded in section (b), shall be entitled to earn annual vacation leave.
- (b) **Exclusions.** The provisions of this section do not apply to the following:
- i. Employees who, by Charter, are excluded from the Competitive Civil Service.
 - ii. Employees who work on a temporary, intermittent, or seasonal basis.
 - iii. Employees who work on an exempt part-time basis.
 - iv. Employees whose leaves of absence and vacations are otherwise provided for by the terms of any applicable Port/Union MOU provision, Port ordinance or Port resolution adopted by the Board of Port Commissioners.
- (c) **Specific Inclusions**
- i. **Port employees:** Persons who are employed on an exempt part-time basis* and who have worked at least 1,730 hours in the preceding calendar year, and not less than 140 hours in any month during the year.
 - ii. Employees who work on a permanent part-time basis in a classified position and who have worked at least 50 percent or more of each normal work week during the preceding calendar year.

Vacation and sick leave credits should be determined on a pro-rated basis according to the time spent in part-time work, in relation to the normal work week for the class.

(d) **Times At Which Vacation Leave Shall Be Taken.**

- i. The times at which an employee shall take her/his vacation leave during the calendar year shall be determined by her/his department head, with due regard for the wishes of the employee, and with particular regard for the operational needs of the department. If circumstances are such that a department head cannot permit an employee within her/his department to take an annual vacation leave or any part of such leave within a particular calendar year, the employee shall have the right to take the deferred

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vacation during the following calendar year, in addition to her/his then current vacation.

- ii. All vacations shall be computed and taken on a calendar year basis. Employees shall be allowed to take vacation according to the following schedules, with the approval of their department head. The time of which shall be determined with due regard for the employee's wishes and particular regard for department needs. Provided, however, that no employee shall take vacation leave before such leave has been earned.
 - a. After her/his fifth calendar year of continuous service, 15 working days.
 - b. After her/his fifteenth calendar year of continuous service, 18 working days.
 - c. After her/his twentieth calendar year of continuous service, 20 working days.

(e) Rate at Which Vacation Leave Shall Accrue For Full-Time Employees.

- i. For employees during their first four (4) calendar years of service with the City or Port of Oakland, vacation leave shall accrue at the rate of ten-twelfths working days per month.
- ii. For employees who have completed four (4) calendar years of service with the City or Port of Oakland, vacation leave shall accrue at the rate of one and one quarter working days per month.
- iii. After completion of fourteen calendar years of service, leave shall accrue at the rate of one and one-half working days per month; after completion of nineteen calendar years of service, leave shall accrue at the rate of one and two-thirds working days per month.
- iv. For purposes of computing the rate of accrual of vacation leave, a break in service of less than two (2) years shall have no effect. A break in service in excess of two (2) years shall mean that the employee so re-employed shall, for purposes of computing vacation leave, be treated as a new employee.
- v. For the purpose of computing length of service in determining eligibility for vacation at the higher accrual rate, time spent on extended military leave shall be counted as time spent in the service of the City or Port.
- vi. An employee who works under the four-day work week plan shall accrue vacation leave on the same basis as he/she would accrue vacation leave under the five-day work week schedule. All vacation time used shall be charged by the actual hours taken.

(f) Deferred Vacation. Each employee is entitled to defer up to one years' vacation accrual to the succeeding calendar year.

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- (g) Effect of Leaves of Absence Without Pay Upon Vacation. A Port employee who is granted a leave of absence without pay for a period in excess of thirty (30) consecutive days shall not earn vacation credits for the period in excess of thirty (30) consecutive days, except as otherwise required by law or the terms of any applicable Port/Union MOU.
- (h) Computation of Vacation Leave Upon Separation or Extended Military Leave.
- i. Compensation for Unused Vacation for Separated Port Employee. The Port shall pay a separated Port employee, or her/his estate, for earned vacation leave that he/she has accumulated.
 - ii. Method of Payment for Unused Vacation. Upon separation from Port service or commencement of extended military leave, an employee shall be paid in a lump sum for such unused vacation time as he/she has accrued. Payment shall be made on the following basis: For purposes of computation it shall be assumed that there are 250 working days in a year. The employee's actual annual salary divided by 250 determines the daily workday rate multiplied by the actual number of working days of vacation due the employee at separation shall be the amount paid to the employee.
 - a. For the purpose of computing the number of working days of vacation due an employee upon termination, an employee shall be allowed credit for one full day if he/she has served one-half or more of the total number of calendar days in the month in which he/she separates, plus the credit earned before that month; but no allowance shall be granted for service of less than this amount.
- (i) Supplemental Vacation Benefits.
- i. Sick leave credits may be accrued up to a maximum of one hundred and fifty days for sick leave use.
 - ii. Employees who accrue and maintain this maximum are eligible to earn supplemental vacation based on the following scale:
 - a. Employees who accrue six (6) additional days of sick leave credit over and above the maximum during a calendar year are eligible for one additional day's vacation.
 - b. Employees who accrue twelve (12) additional days of sick leave credit over and above the maximum during a calendar year are eligible for two (2) additional days of vacation.
 - iii. Determination of eligibility for supplemental vacation will be made at the end of each calendar year, and any sick leave credits above one hundred and fifty days will be reduced to zero at that time. Supplemental vacation shall be taken as a part of the employee's next scheduled vacation.
 - iv. Employees who are or become eligible for supplemental vacation on the basis of accrual of one hundred and twenty days sick leave pursuant to

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section 8.01(1) as it was on June 30, 1969, shall continue to be eligible to earn supplemental vacation at that rate for a period of three (3) years from July 1, 1969; effective July 1, 1972, an employee must have accumulated one hundred and fifty days sick leave in order to be eligible for supplemental vacation under section 8.01(1) as hereby amended.

Section 8.02 - Sick Leave - General. Each full-time Port employee, other than those whose sick leave is governed by the Charter or the terms of any applicable Port/Union MOU provision, shall be entitled to take sick leave, with full pay, in case of her/his illness or disability, or serious illness within her/his immediate family, in accordance with the provisions contained in Section 8.02 (a) through 8.02 (k) of this rule. In addition, Port employees shall be entitled to use accumulated sick leave in case of urgent personal business, in accordance with the provisions set forth in section 8.02 (1) of this rule.

- (a) Purpose of Sick Leave. It is the purpose of this rule to establish provisions, which will enable the ill employee to remain off her/his job until he/she is well enough to work, and to avoid subjecting coworkers to illnesses, which might be contagious. Sick leave, under this rule, is a privilege which the employee can exercise only in the event of her/his bona fide illness or disability, or serious illness within her/his immediate family, except that Port employees only may be allowed additional use of sick leave as outlined in section 8.02 (1) of this rule.
- (b) Rate At Which Employees Shall Earn Sick Leave.
 - i. Each employee, upon completion of three (3) months of service with the Port, shall be credited with three (3) working days of sick leave credits with pay.
 - ii. When the original sick leave credit has been granted, as provided in Section (1) above, each employee shall thereafter be credited with one working day of sick leave credit with full pay for each month of service.
 - iii. For the purpose of this rule, a month of service shall mean thirty calendar days.
- (c) Accumulation Of Sick Leave Credits. Such sick leave with pay, as provided for in Section (b) above, which is not used shall be cumulative. Sick leave credits may be accumulated, not to exceed one hundred and fifty working days. When the maximum of one hundred and fifty working days have been accumulated and a portion of it is subsequently used, it may be re-accumulated at the applicable earning rate provided in Section (b).
- (d) Disposition of Sick Leave Credits of Separated Employees.

Except as hereinafter set forth, if an employee separates or is separated for any reason whatsoever, all accumulated sick leave shall be cancelled; provided, however, that such employee who returns to work with the Port of Oakland within one year of such separation shall be again credited with the amount of accumulated sick leave he/she had at the time he/she separated. An employee who is re-appointed or reinstated in this manner shall earn sick leave at the rate of one

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working day per month, unless her/his previous service with the Port of Oakland amounted to less than three (3) months of service.

If an employee with not less than ten years total Port of Oakland employment, uninterrupted by a single period of absence in excess of one year, separates or is terminated for any reason, he/she shall be paid a lump sum on the basis of 33-1/2% of accumulated sick leave credit. For this purpose, a day's pay will be computed in the manner set forth in Section 8.01 (h) (2) of these rules.

(e) Family Illness - Immediate Family Defined.

- i. Each Port employee who is otherwise eligible to take sick leave may, in the event of serious illness in her/his family, take a maximum of five (5) working days family sick leave in any calendar year. Such family sick leave shall be charged against the employee's accumulated sick leave credits.
 - a. In extreme or unusual circumstances, the Executive Director or his/her designee, in his/her discretion and taking into consideration the operational needs of the Port, may grant additional family sick leave time against earned sick leave credits and may, under extreme or unusual circumstances, authorize family sick leave for other than members of the immediate family.
- ii. The immediate family of a Port employee shall include spouse, registered domestic partner, child, including biological, adoptive, stepchild, foster, legal ward or a child of a person standing in loco parentis, who is either under the age of 18 or an adult dependent child, parent, including biological, adoptive, stepparent, foster, a legal guardian or other person who stood in as loco parentis when the employee was a child, grandparent, grandchild, sibling or parent in law.

(f) Limitations on Sick Leave. Sick leave shall not be granted to a Port employee who is absent from duty due to an injury incurred while regularly working for an employer other than the Port of Oakland.

(g) Effect of Leaves of Absence Without Pay Upon Sick Leave. A Port employee who is granted a leave of absence without pay for a period in excess of thirty (30) consecutive days shall not earn sick leave credits for the period in excess of thirty (30) consecutive days, except as otherwise required by law or the terms of any applicable Port/Union MOU.

(h) Verification of Illness - Abuse of Sick Leave. A department head, or his/her designee, who reasonably suspects an abuse of paid sick leave, may require of any employee under her/his jurisdiction, who has been on sick leave for one or more working days, a doctor's certificate or other authoritative verification for the employee's subsequent use of paid sick leave, certifying that the illness was "bona fide." He/she also may require that the employee be examined by the City-selected occupational physician for the purpose of determining whether he/she is, in fact, fit for duty and able to return to her/his regular duties; the employee

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concerned shall be considered on an appropriate leave status until the City-selected occupational physician releases her/him for duty.

Abuses of the sick leave privilege will result in discipline up to and including discharge from employment.

- (i) Required Method of Reporting Illness. In order to receive compensation for the period in which he/she is on sick leave, the Port employee shall notify her/his immediate supervisor or a higher supervisor prior to or within one hour after the employee's regularly scheduled time for reporting to work. If the circumstances involved clearly are such as to make this impractical, the employee shall report her/his illness at the earliest possible time. Failure to do so is cause for denying sick leave with pay.
- (j) Compulsory Sick Leave. If, in the opinion of the Executive Director or his/her designee, a Port employee is unable to perform her/his work properly due to illness, he/she may direct that the employee be examined by the City-selected occupational physician. If the City-selected occupational physician finds that the Port employee is physically or mentally unfit to properly perform her/his duties, the employee may use his/her accrued sick leave and/or other appropriate leave, as allowed under applicable laws (e.g., FEHA, CFRA, ADA, FMLA, Pregnancy Disability Leave Law), these rules, and the employee's Port/Union MOU, if any.
- (k) Return to Duty from Extended Sick Leave. In all instances Port employees returning to duty after extended sick leave (ten days or more), or when due to the nature of the injury or illness, it is in the best interest of the Port service, medical clearance must be obtained from the City-selected occupational physician prior to the Port employee's return to duty. Persons on leave as described in Section (j) above will also be contacted by the City-selected occupational physician for medical clearance given their anticipated return to duty date.
- (l) Personal Leave for Port Employees. Up to (4) days of accumulated sick leave per year may be used by Port employees for urgent personal business. These four (4) days are not accumulative. However, if not used, this time will be counted as sick leave, in which case it can be carried from year to year. Using sick leave for personal business is defined as necessary transactions that might affect an employee's economic well-being, or personal welfare, and which cannot be carried out during off-duty hours. At least forty-eight (48) hours prior notice shall be given except in case of extreme emergency.

Section 8.03 – Parental Leave. The Executive Director or his/her designee may grant parental leave, with or without pay, to any employee under her/his jurisdiction as is consistent with the CFRA, the Pregnancy Disability Leave Law, these rules and the employee's Port/Union MOU, if applicable.

Section 8.04 - Injury on Duty

- (a) Combining Benefits of Workmen's Compensation Act and Sick Leave. Subject to the California Worker's Compensation Law.

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- i. When a Port employee is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of her/his duties, he/she shall become entitled to leave of absence while so disabled, for a period not to exceed ninety (90) days, including Saturdays, Sundays, and holidays, and such leave shall not be deducted from her/his accumulated sick leave; provided, however, that such sick leave for said period of not to exceed ninety (90) days including Saturdays, Sundays, and holidays, shall not be at full pay, but shall be in such amount as, when added to her/his disability indemnity under the Worker's Compensation Act of the State of California, will result in a payment equal to her/his full salary or wage; and provided further, that such leave, if interrupted by return to duty, shall in no event exceed in the aggregate ninety (90) days, including Saturdays, Sundays, and holidays, for each injury or illness.
- ii. If the specific disability continues with or without interruption for a period in excess of ninety (90) days, including Saturdays, Sundays, and holidays, such Port employee may thereafter take as much of her/his accumulated sick leave as, when added to her/his disability indemnity payments, will result in a payment to her/him of not more than her/his full salary or wage. Her/his accumulated sick leave shall be reduced in proportion to the amount of salary or wage paid in excess of the indemnity payments and shall be computed on a working-day basis.
- iii. If a Port employee whose disability continues, with or without interruption, beyond ninety (90) days, including Saturdays, Sundays, and holidays, elects to receive thereafter only the disability indemnity payments provided for in the Labor Code, he/she must so advise the Executive Director or his/her designee within seven (7) days before the first payment of salary chargeable to her/his accumulated sick leave is made. If he/she does not so elect, he/she shall receive her/his full salary to the extent of her/his accumulated sick leave, and her/his accumulated sick leave will be reduced in proportion to the amount of salary or wages paid in excess of disability indemnity. When her/his accumulated sick leave is exhausted, he/she still is entitled to receive disability indemnity as provided in the Labor Code.

Section 8.05 - Family Death Leave. Leaves of absence with pay due to a death of a Port employee's immediate family is allowed, and such leave shall not be charged against vacation or sick leave to which an employee may be entitled, but shall be in addition thereto.

- (a) Eligibility for Family Death Leave. In order to be eligible for family death leave, a Port employee must have worked full-time for the Port of Oakland for a period of time in excess of three (3) months.

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- (b) Schedule of Allowances. In the event of a death within her/his immediate family, a Port employee may be permitted to remain absent from duty with pay for such time as hereinafter specified:
- i. If the service is within the Bay Area, three (3) working days with pay will be allowed.
 - ii. If the service is outside the Bay Area but within 300 miles of Oakland, not to exceed four working days with pay.
 - iii. If the service is more than 300 miles but less than 600 miles from Oakland, not to exceed five working days with pay.
 - iv. If the service is more than 600 miles from Oakland, not to exceed eight working days with pay.
- (c) Exceptional Cases. In special or unusual cases, the Executive Director or his/her designee, within his/her discretion and after taking into consideration the operational needs of the Port, may grant a family death leave to allow a Port employee to attend funeral or memorial services for someone other than those included within the definition of the immediate family under Section, 8.02 (e) (ii) of the Sick Leave Rule. It is the intent of this provision to cover the kind of situation in which someone other than immediate kin has raised the Port employee, or due to unusual circumstances has a very close relationship with the Port employee.
- (d) Procedure for Requesting Leave. In order to qualify for Family Death Leave, the Port employee shall obtain the approval of her/his immediate supervisor or a higher supervisor prior to going on leave of absence. If the circumstances are such- as to clearly make this impracticable, he/she shall notify her/his supervisor at the earliest possible time. Failure to do so may be cause for denying leave with pay.

Section 8.06 - Miscellaneous Leaves of Absence. Miscellaneous leaves of absence other than vacation and sick leave may be granted by the Executive Director or his/her designee within his/her discretion and after taking into consideration the operational needs of the Port, unless otherwise provided. Department heads may grant leaves of absence without pay for periods not in excess of three working days; provided, however, that no Port employee shall be granted a total of more than five working days of such leave without pay in any one calendar year.

- (a) Procedure for Granting Leaves of Absence: A Port employee may be granted a leave of absence only if:
- i. The employee makes a written request to her/his department head at least five working days prior to the effective date of the request, stating her/his specific reasons for the request.
 - ii. The Executive Director or his/her designee, within his/her discretion and after taking into consideration the operational needs of the Port, approves the request.

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- (b) Limitation Upon Leaves of Absence Without Pay. No leave of absence without pay, other than leaves to accept exempt positions in the City or Port service or classified positions in the City or Port service financed in whole or in part by Federal or tax exempt foundations, may be granted for a period in excess of one year. Leaves of absence to fill exempt positions in the Port service or classified positions in the Port service financed in whole or in part by Federal or tax exempt foundations shall be granted for the entire period during which the employee serves in such positions. A leave of absence without pay of thirty (30) consecutive days or less shall not impact seniority.

A leave of absence may be extended, upon the recommendation of the appointing authority and the approval of the Civil Service Board.

- (c) Reasons for Which Leaves of Absence without Pay May Be Granted. Leaves of absence without pay may be granted for reasons that, in the opinion of the Executive Director or his/her designee and after taking into consideration the operational needs of the Port, appear to be proper and in the best interest of the Port, such as:
- i. To permit the Port employee to receive additional education of such nature that will improve the employee's job performance and increase her/his worth to the Port.
 - ii. To permit the Port employee, because of her/his particular abilities or her/his outstanding competence, to assist another governmental jurisdiction, and which in a direct way will enhance the prestige of the Port of Oakland.
 - iii. To permit the Port employee to take care of urgent or most important personal business which cannot feasibly be accomplished by someone else.
 - iv. To permit the Port employee who is a victim of domestic violence and/or a victim of sexual assault to take off to seek medical attention, to obtain services from a domestic violence program or psychological counselling, or to participate in safety planning.
 - v. To permit the Port employee to take an exempt position in the City or Port services.
 - vi. To permit the Port employee to retain promotional and seniority rights to her/his permanent position upon accepting appointment to a classified position in the City or Port service under a program financed in whole or in part by Federal or tax exempt foundations.

- (d) Leaves of Absence With Pay. In addition to those leaves of absence with pay that are provided for elsewhere in these rules, a leave of absence with pay may be granted to a Port employee under special circumstances that, in the opinion of the Executive Director or his/her designee, and after taking into consideration the operational needs of the Port, it is in the best interests of the Port to grant such leave request. In no case shall leave with pay be granted in excess of three working days in any calendar year.

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Leave of absences with pay may be granted to a Port employee who has been selected for jury duty and from which he/she cannot be excused. Leave with pay for unexcused jury duty is not subject to the time limitation expressed above. A leave of absence with pay for jury duty may be approved by the Executive Director or his/her designee and will not be counted as regular leave with pay. A Port employee who serves on jury duty shall be paid her/his regular salary for the period of such duty but shall be required, under the provisions of the Charter, to turn over to the Port's Chief Financial Officer all fees which he/she receives as payment for such jury duty.

To be eligible for a leave of absence with pay for other than jury duty, the Port employee must have served the Port continuously for a period of not less than six months and her/his services must have been thoroughly satisfactory.

Section 8.07 - Return to Duty Following Leave. Every leave of absence shall be upon the condition that the Port employee taking the leave shall, subject to these rules, have the definite and absolute right, upon her/his return to her/his Port employment on the termination of her/his leave, to be reinstated to a position in the same class as that occupied by her/him at the time of the commencement of such leave, and he/she shall be entitled to such other privileges as are provided for in these rules. Any Port employee who fails to return to perform her/his regular duties by the date indicated in her/his leave, provided such leave has not been extended by the Executive Director or his/her designee, may be terminated.

A Port employee whose probationary period is interrupted as a result of taking a leave of absence shall, upon return, be given credit for the portion of probationary service previously completed.

Section 8.08 – Authorization to Approve Leaves. The Executive Director or his/her designee is authorized to act for the Personnel Director (as secretary to the Civil Service Board) in approving sick leaves, family death leaves, and all leaves of absence without pay.

Section 8.09 - Military Leave of Absence. A military leave of absence shall be granted to a Port employee in accordance with applicable Federal (USERRA) and State (Military and Veteran's Code) laws and applicable Port/Union MOU, if any.

RULE 9 - SENIORITY, LAYOFF, CHANGE IN STATUS, RESIGNATIONS

Section 9.01 - Layoffs. Whenever there shall be need for a layoff, the staff shall be reduced in accordance with the procedure set forth in section 9.02 of these rules. In the event of a layoff involving a common class, the controlling principle shall require, for purposes of a Port-initiated layoff, that a Port incumbent first exhaust seniority-based bumping within the Port before the incumbent can use his/her seniority to bump a less senior City employee. Likewise, for a City-initiated layoff in a common class, the City incumbent must first exhaust seniority-based bumping within the City before the incumbent can use his/her seniority to bump a less senior Port employee.

Consistent with the controlling principle articulated above, Port-initiated layoffs shall be on a City-wide basis within each common class subject to a reduction in force; provided, however, that an incumbent who was selectively certified to a position in accordance with Section 5.03 may not be displaced by another employee lacking the skills required for the selective certification to the position. Among Port employees possessing the requisite skills for selective certification the provisions of section 9.02 shall apply. The criteria applied in determining the particular Port employee(s) to be moved or laid off and the order of layoff shall be those criteria as specified in section 9.02.

Port employees who are laid off shall have their names placed on the appropriate reinstatement list ranked by seniority from highest to lowest. Port employees on the reinstatement list shall be entitled to reappointment to positions in the same classes where such positions are to be refilled during the period of their eligibility on the reinstatement list, or to similar classes for which no reinstatement list exist, regardless of which appointing authority has the vacancy to be filled.

Section 9.02 - Layoff Procedure. Whenever it becomes necessary to reduce Port staff under the provisions of section 9.01 of these rules, no permanent Port employee in the affected class shall be laid off while there are employees without status in the same class. Employees without status in such class shall be separated in the following order: (1) temporary; (2) probationary. Pursuant to City Charter section 9.02(e), "no...contract for service shall result in the loss of employment or salary by any person having permanent status in the competitive service." Any alleged violation(s) of the Charter section shall be adjudicated through the grievance process of the affected Memorandum of Understanding.

If further staff reductions are required after temporary and probationary Port employees in the affected class are separated, then the least senior permanent Port employee shall be laid off.

In conducting a layoff, the Executive Director or his/her designee shall create a seniority list of the Port employees in the affected classes, compiled on a Port-wide basis, in accordance with the method described in subsections (a) and (b) below. If the affected class has been deemed a City/Port common class, the Executive Director or his/her designee shall forward to the Personnel Director a seniority list for such class. If the Port incumbent in the position to be eliminated is more senior than another incumbent in the same class at the Port, then the least senior Port incumbent shall be moved to a position in

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the same class in another city Department, provided that he/she has more seniority than the least senior City incumbent in such other City Departments, and if so, the least senior City incumbent citywide shall be laid off. If not, the least senior Port incumbent shall be laid off.

Conversely, in the event of a City-initiated layoff in a common class, if a City incumbent in a position to be eliminated is more senior than another incumbent in the same class at the City, then the least senior City incumbent shall be moved to a position in the same class at the Port Department provided he/she has more seniority than an incumbent in the same class at the Port, and if so, the least senior Port incumbent shall be laid off. If not, the least senior City incumbent shall be laid off.

An affected Port employee shall be notified in writing by certified mail or by direct submission at least ten (10) working days prior to the date of layoff, and the notice shall contain the reason for the layoff or movement to another position. Affected departments shall be provided with copies of the notices sent to laid off Port employees.

The method for computing seniority shall be as follows:

- (a) Seniority Credit: Credit in a class shall be granted at the rate of one point for each month of service in that class starting from the date of hire. Seniority credit shall be adjusted for any unpaid leaves of absence in excess of thirty (30) consecutive days, except for those leaves that by law or memorandum of understanding do not count against seniority. Suspensions shall not be deducted from seniority for the purpose of this paragraph. Credit in a class that has been abolished, combined, divided, or otherwise altered shall be granted at the same rate when the Executive Director or his/her designee determines that such class was equal to or higher in level than the affected class of layoff. If the Executive Director or his/her designee determines that such a class was lower in level than the affected class, credit for service in such class shall be computed at the rate of one-half point per month. Service that is less than full time (i.e. permanent part time) shall receive seniority points on a pro-rata basis.
- (b) Order of Layoff When Combined Scores are Equal: As between two (2) or more Port employees having the same score for seniority, the order of layoff shall be determined by giving preference for retention in the following sequences: (1) employee with greatest actual time in the class in which the layoff is being made and in classes with the same or higher maximum salary; (2) employee with greatest total time in Port and City service; (3) employee who received the highest score on the entrance examination in the class; (4) employee whose application for the position in the subject class was first received.
- (c) Reversion to Former Class: Port employees who possess permanent status in one class and who have been appointed to a position in another class, in the event of layoff from that class, shall have the right to be reinstated to a position in their former class. This right shall extend both to personnel with tenure in a class so affected, and to individuals serving probationary periods in such class at the time of layoff.

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To implement the above process for reversion, the Port employee in the lower class with the least seniority, as calculated in subsections (a) and (b) above, shall be laid-off.

Section 9.03 – Reinstatement List. Permanent Port employees who are laid off or revert to a former class will have their names kept on a reinstatement list for three (3) years from the date of layoff. Names shall be placed on the reinstatement list ranked by seniority on a Port-wide basis for Port initiated layoffs, from highest to lowest seniority. The reinstatement list will be used by the Executive Director or his/her designee when a vacancy arises in the same or lower class. The Executive Director or his/her designee shall use this list before any other type of appointment. The name of any permanent Port employee on a reinstatement list who has remained on the list for three (3) full years shall be removed from the list and that person shall lose all civil service status. The Executive Director or his/her designee, in her/his discretion, may extend the active period of the reinstatement list.

Section 9.04 – Return of Laid-off Probationary Employees to Eligible Lists. Probationary Port employees who have been laid off will not have their names placed on a reinstatement list. Rather, they may have their names restored to the eligible list from which they secured appointment, in the order of their original general score on such list; provided, however,

- (a) If the eligible lists from which such persons received appointment have expired or been canceled, the probationary Port employee shall have no restoration rights;
- (b) All probationary Port employees who have been laid off and subsequently appointed to a new position in the same class shall complete their probationary period in that class. Probationary Port employees who are appointed to different class must serve the entire probationary period required in that class. If a probationary Port employee is appointed to a lower class in the same job series, then he/she will serve remaining portion of her/his probationary period.

Section 9.05 – Resignation. Port employees are free to resign from their employment, but are encouraged to give at least two (2) weeks notice. Once a resignation becomes effective, it is irrevocable except that the Executive Director or his/her designee may, in her/his discretion, permit a resignation to be rescinded. The Executive Director or his/her designee may, in her/his discretion, require employees separating from Port employment to undergo an exit interview.

Whenever (a) an allegation is made that the resignation is due to undue pressure or threats, or (b) in the opinion of the Director of Human Resources, resignations within the Port are excessive, the Director may investigate the causes of such resignations and report the same to the Executive Director, the Board of Port Commissioners and the Civil Service Board.

Section 9.06 – Retirement. Any person who is employed in the Port service who shall become eligible to retire, and whom shall be retired or pensioned under the provisions of

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any present or subsequent retirement laws, shall be deemed, for the purposes of these rules, to have been separated from the Port service in good standing.

Section 9.07 – Medical Separation. Subject to any applicable laws of the California Public Employees Retirement System (“CalPERS”), a Port employee who becomes unable to perform the essential assigned functions of her/his position due to a disability or other medical condition may be medically separated. Prior to medical separation, the Port will determine what accommodations, if any, will be reasonably provided to the Port employee in accordance with Port policy, applicable law and section 5.10 of these Rules, and may determine whether the employee may be eligible for disability retirement, if appropriate. Except by mutual consent, a Port employee shall not be medically separated while on any authorized leave of absence. The Port may medically separate an employee when the Port, through the interactive process as required by the federal Americans with Disabilities Act (ADA) and/or the state Fair Employment and Housing Act (FEHA), has determined that it cannot reasonably accommodate the employee and the employee is not eligible for a disability retirement under CalPERS.

Proof of the Port employee’s disability is required and is subject to verification by the Port. When the Port requests a medical opinion as verification of the Port employee’s disability, the Port shall pay the reasonable costs of the medical examination(s) requested. If the Port employee has passed her/his probationary period, a letter sent to the affected Port employee’s address of record via regular and certified mail, or hand delivered to the affected employee, shall constitute notification. Proof of service shall accompany the notice of intent. The notice shall: (a) inform the Port employee of the action intended, the reason for the action and the effective date; and (b) inform the Port employee of the right to respond and to whom to respond within ten (10) calendar days from the date of issuance of such notice of intent, in accordance with the instructions given by the Port in the written notice provided to the Port employee. After review of the Port employee’s timely response, if any, the Port shall notify the Port employee of any action to be taken. An effective date of separation shall be at least ten (10) calendar days after the date of issuance of the notice of intention to separate or timely receipt of the Port employee’s response, if any, whichever is later. Medical separation may be appealed to the Civil Service Board.

Section 9.08 – Separation Due to Absence Without Leave. Absence from duty without proper authorization in excess of five (5) continuous working days shall constitute abandonment of the position and shall be reported to the Executive Director or his/her designee and recorded as an automatic resignation. The Executive Director or his/her designee shall notify the Port employee at her/his last known address by regular and certified mail and notify her/his emergency contact on the form prescribed by the Executive Director or his/her designee.

If the Port employee contacts the City’s Personnel Director within 30 days of the mailing of such notice and establishes to the satisfaction of the City’s Personnel Director that the absence was in fact authorized or that the absence and failure to seek or obtain authorization was due to unavoidable factors entirely beyond the control of the employee, the City’s Personnel Director may order such Port employee reinstated. The City’s

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Personnel Director will notify the Port of the reinstatement and upon notification the Port shall reinstate the employee. Should the City's Personnel Director decline to reinstate the Port employee, he/she shall notify the affected Port employee in writing of the determination and the basis for his/her determination. The Port employee may appeal the matter to the Civil Service Board within 15 days of the date such letter is mailed or otherwise delivered. The decision of the Civil Service Board shall be final and not be reconsidered.

Failure to appeal as set forth above shall result in the Port employee being separated and the cancellation of all current examination and eligibility status.

Section 9.09 – Termination of Seniority. Class seniority shall be terminated for Port employees who voluntarily separate from the Port and the break in service is two years or more.

RULE 10 - DISCIPLINARY ACTIONS, APPEALS AND HEARINGS

Section 10.01- Disciplinary Action. All Port employees holding positions in the Classified Civil Service shall be subject to suspension, fine and also removal from office or employment by the Executive Director or his/her designee, for misconduct, incompetence, or failure to perform their duties under or observe the rules and regulations of the Port department; but subject to the appeal of the aggrieved party to the Civil Service Board as herein provided.

The Executive Director or his/her designee may temporarily suspend any Port employee for incompetency, neglect of duty or disobedience of orders and furnish a copy of the report to the subordinate suspended, upon her/his request therefore. The Executive Director or his/her designee shall thereupon, if demanded by the subordinate suspended, hear evidence for and against her/him, and shall thereupon affirm or revoke such suspension according as he/she or it finds the facts to warrant.

Port employees in the competitive civil service may be discharged, demoted, fined, or suspended without pay for just cause.

When a Port employee in the competitive civil service has failed or fails to perform the duties of her/his position in a satisfactory manner, or has committed any act or acts to the prejudice of the public service, or has failed to perform any act or acts it was her/his duty to perform, or whose service rendered is below satisfactory standards, or who otherwise has become subject to disciplinary or other corrective measures, the Executive Director or his/her designee shall have the power and it shall be their duty to take action, subject to the provisions of the Charter and these rules, in one of the following ways:

- (a) To reprimand the employee and record such reprimand in her/his personnel file.
- (b) To suspend the employee without pay.
- (c) To demote the employee to a lower class of position than that currently filled by her/him.

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- (d) To fine the employee.
- (e) To discharge the employee from the public service.

Section 10.02 - Procedure in Disciplinary Actions. The Executive Director or his/her designee shall notify the City's Personnel Director, in the manner and form prescribed by her/him, whenever any Port employee is suspended without pay, indicating the reasons therefore and the duration of the suspension. In case of any suspension, the Port employee shall have the right of hearing or investigation by the Executive Director or his/her designee or the Civil Service Board, in accordance with the procedures described in the Charter and these rules and/or the employee's Port/Union MOU, if applicable.

Section 10.03 - Appeal of Disciplinary Action. Permanent Port employees shall have the right to appeal from the final notice of discipline involving suspension, fine, demotion or discharge. The notice of appeal must be received by the Secretary to the Civil Service Board within ten (10) working days from the date the final notice of discipline was served upon the appellant, or the right to proceed to the next appeal level under these Rules shall be forfeited and the discipline shall become final. The appeal shall address each of the reasons for the disciplinary action enumerated in the written notice and may provide any relevant additional information.

The appeal shall be submitted to the Secretary to the Civil Service Board. The Civil Service Board shall decide whether it shall hear the appeal itself or whether the appeal shall be heard by an independent Hearing Officer. In cases in which the appellant has requested a public hearing, the Civil Service Board shall hear the appeal.

Section 10.04 - Procedures for Hearings by the Civil Service Board. In the event that the Civil Service Board decides to hear the appeal itself, the following procedures shall apply:

A hearing date will be set after the appeal is initially received by the Secretary to the Civil Service Board. The request for appeal must contain the following items: (1) Cover sheet, including appellant's name, address, and telephone number; name, title, address, telephone number of appellant's representative, if any (Representative's telephone number will suffice in the absence of appellant's number); (2) A list of available days for hearing dates; (3) An estimate of the number of hours required for case presentation.

Appellant (or his/her representative) and the Port Attorney must provide two (2) complete hearing packets to the Civil Service Board's secretary by at least one week prior to the scheduled hearing. Appellant's failure to provide such information may, at the Civil Service Board's discretion, result in the rescheduling of the hearing. Packets must include the following items: (1) A chronology of events; (2) An agreed upon Statement of Facts; and (3) Statement of Facts in Dispute.

The Port Attorney shall also present to the Civil Service Board a copy of the Notice of Intent to Impose Discipline, and Notice of Discipline with accompanying materials. In the event the Port Attorney and the Appellant's representative are unable to meet on the above items, the Appellant's representative must submit their version of the facts at least one week prior to the hearing.

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The Port Attorney and the Appellant's representative are required to meet at least one hour prior to the hearing to finalize exhibit packets which must include the following: (1) A list of exhibits, if any; (2) Pre-marked exhibits (if any exhibits are to be submitted). Additional exhibits may be submitted during the hearing, if they were not available to a party prior to the hearing.

No documents submitted to the Civil Service Board for consideration shall be considered public records, unless consented to by all parties or otherwise required by law.

The hearing may be continued for good reason beyond the date originally scheduled or recessed to a future date agreeable to the Civil Service Board and the parties. However, if a continuance is requested by the appellant or her/his representative, and the Civil Service Board shall later sustain the appeal, the Civil Service Board may rule that the appellant shall receive no back pay for the period of time during which such continuance was granted.

Hearings shall be closed to the public unless the appellant requests a public hearing in writing. In the event that a hearing is public, upon motion of a directly interested party, the Civil Service Board may exclude from the hearing room any witnesses not at the time under examination, except that a party to the proceeding and her/his counsel cannot be excluded.

Hearings shall be tape-recorded. Copies of the tape will be available to the appellant, if desired, for no charge. Transcripts of the taped proceedings will be available upon request at the requesting parties' expense. Civil Service Board subpoenas will be issued upon the request of either party. Subpoenas may be secured by contacting the Secretary to the Civil Service Board.

The Civil Service Board shall convene the hearing, receive evidence through testimony and documents and make findings of fact and conclusions about the discipline. Technical rules of evidence shall not apply. However, all testimony and exhibits must be relevant to the issues in contention, and the Civil Service Board may exclude any evidence which it deems to be irrelevant. The Civil Service Board shall consider and rule on any objection by either party. Closing arguments shall be oral; provided, however that either party may elect to submit a closing brief. Briefs are to be submitted to the Civil Service Board within a time set by the Civil Service Board. Briefs submitted after the deadline shall not be considered by the Civil Service Board.

The Civil Service Board will make no assumptions of innocence or guilt. The Civil Service Board will be guided in its decision by the weight of the evidence as it appears to it at the hearing.

The Civil Service Board has the power to sustain, overrule, reduce or, consistent with due process, modify the discipline, award back pay and determine the extent of back pay to be awarded, if any, based on the circumstances, and take any other appropriate action. The Civil Service Board's determination will be issued in writing, within thirty (30) working days of the conclusion of the hearing, unless post-hearing briefs are to be submitted, in which case the Civil Service Board's determination will be issued within thirty (30) working days of timely receipt of the post-hearing briefs. Copies of the Civil Service Board's determination shall be forwarded to the appellant and her/his

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representative and to the Executive Director or his/her designee and the Port Attorney's Office. The Civil Service Board may request that either or both parties present proposed findings of fact and conclusions of law within ten (10) working days of the Civil Service Board's determination. The opposing party shall have the right to agree or object to the proposed findings. The Civil Service Board's decision shall be the final administrative decision but is reviewable by writ of mandamus in accordance with applicable law.

Section 10.05 - Procedures for Hearing by a Hearing Officer. In the event that an appeal is to be heard by a Hearing Officer, the following procedures shall apply:

(a) Hearing Officer Selection and Authority.

The Hearing Officer shall be selected by the Civil Service Board in accordance with selection procedures established by the Civil Service Board which ensure that the Hearing Officer is independent, neutral and un-biased.

Hearings shall be closed to the public. The costs of the Hearing Officer shall be borne by the Port. Hearings shall be tape-recorded. Copies of the tape will be available to the appellant, if desired, for no charge. Transcripts of the taped proceedings will be available upon request at the requesting parties' expense.

The Hearing Officer shall have the authority to convene the hearing, receive evidence through testimony and documents and to make findings of fact and conclusions about the discipline. Closing arguments shall be oral; provided, however that either party may elect to submit a closing brief following the presentation of closing arguments. Briefs are to be submitted to the Hearing Officer within twenty (20) calendar days of the close of the hearing. Briefs submitted after the deadline shall not be considered by the Hearing Officer.

The Hearing Officer shall render written findings and recommendations to the Civil Service Board within thirty (30) calendar days of the close of the hearing. If post-hearing briefs are submitted, the recommendation shall be submitted to the Civil Service Board within thirty (30) calendar days after timely receipt of the brief(s).

The Hearing Officer shall provide the Civil Service Board the following documents, which shall constitute the official hearing record: (1) A summation page delineating the case name; issue; brief summary of the case; and her/his recommendation; (2) a complete written report documenting the findings; (3) any documentary evidence, written motions and briefs submitted; (4) the cassette tape(s) of the hearing.

(b) Civil Service Board Responsibilities.

After receiving a Hearing Officer's recommendation, the Civil Service Board Secretary shall schedule the case for the next available Civil Service Board meeting. The Civil Service Board will make every effort to schedule a case within thirty (30) days of receiving the Hearing Officer's recommendation.

In reviewing a decision, the Civil Service Board shall review the hearing record and may review the recording of the hearing. The Civil Service Board may accept

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or reject the Hearing Officer's recommendation. The Civil Service Board has the power to sustain, overrule, reduce or, consistent with due process, modify the original discipline, award back pay and determine the extent of back pay to be awarded, if any, based on the circumstances, and take any other appropriate action.

The Civil Service Board's determination will be issued in writing, within ten (10) working days of the conclusion of the Civil Service Board's review of the Hearing Officer's recommendation. Copies of the Civil Service Board's determination and the recommendation of the Hearing Officer shall be forwarded to the appellant and her/his representative and to the Executive Director or his/her designee and Port Attorney's Office. The Civil Service Board's determination shall be the final administrative decision but is reviewable by writ of mandamus in accordance with applicable law.

Section 10.06 – Judicial Review of Final Administrative Decisions Issued by the Civil Service Board and Involving the Port of Oakland

(a) The provisions of Code of Civil Procedure ("CCP") Section 1094.6 are hereby made applicable to all final administrative decisions (as defined by CCP Section 1094.5(a)) of the Civil Service Board which involve the Port of Oakland. Judicial review of any such administrative decision may be had only if the petition for writ of mandate is filed within ninety (90) days after the decision becomes final; provided, that pursuant to the provisions of CCP Section 1094.6(d), if the petitioner files a request for the record within ten (10) days after the date the decision becomes final, the time within which a petition may be filed shall be extended to not later than the thirtieth (30th) day following the date on which the record is either personally delivered or mailed by first class certified mail, return receipt requested, to the petitioner or his/her attorney of record, if he or she has one.

(b) As provided in CCP Section 1094.6(c), any person who requests preparation of the administrative record shall be responsible for payment of the actual costs of transcribing or otherwise preparing the record. Before commencing preparation of a transcript or other record, the officer or employee responsible for preparation shall estimate the actual total cost. Preparation of the record shall not commence until the person requesting preparation of the record has deposited the full amount of the cost estimate. If the deposit exceeds the actual cost, the difference shall be refunded. If the actual cost exceeds the estimate, the difference shall be paid when the record is delivered.

(c) The limitations period shall not be extended beyond ninety (90) days after the decision becomes final unless, pursuant to subsection (b) above, the petitioner

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deposits the estimated actual total cost of preparing the transcript within ten (10) days after he or she has been furnished with the written estimate of such cost.

(d) Every final administrative decision as defined in subsection (a) above shall refer to CCP Section 1094.6 and the ninety (90) day limitations period and shall include, as an attachment, a copy of this section.

RULE 11 - PROHIBITIONS AND PENALTIES

Section 11.01 - Frauds Prohibited. Under all provisions of these Rules, no person shall, by representation or action, maliciously or corruptly by himself/herself or in cooperation with any other person or persons:

- (a) Willfully and falsely mark, grade, estimate, or report upon the examination or proper standing of any person examined or certified pursuant to the City Charter or these rules pertaining to the competitive civil service, or the performance evaluation, or the service ratings of any employee, or aid in so doing, or willfully make any false representation concerning the same, or concerning any person examined;
- (b) Impersonate any other person, or permit or aid in any manner any other person to impersonate her/him in connection with any examination, appointment, or application, request for examination or other matters covered by these Rules;
- (c) Defeat, deceive, or obstruct any person in respect to her/his rights in relation to any examination, appointment in the competitive civil service or other matters covered by these Rules;
- (d) Furnish any person any special or secret information for the purpose of either improving or injuring the prospects or chances of such person in connection with any examination, appointment or other matters covered by these Rules;
- (e) Directly or indirectly give, render, pay, offer, solicit or accept money, service, or other valuable consideration for or on account of any appointment, proposed appointment, promotion, or proposed promotion to, or any advantage in, a position in the competitive civil service.
- (f) Make false accusations, falsify documents or make false representations regarding matters covered by these Rules.

Section 11.02 - Penalty. Any person violating any of the provisions of this Rule or any rule hereunder shall be deemed guilty of a misdemeanor, and for any such offense may, upon conviction thereof, be suspended, reduced in grade, or discharged from the Port service.

RULE 12 - INCOMPATIBLE ACTIVITY OF PORT EMPLOYEES

Section 12.01 –Incompatible Activities; Incompatible Employment. Each officer and employee shall, during her/his hours of active duty, devote her/his whole time, attention and efforts to her/his Port office or Port employment, and he/she may not be required to perform any service except for the benefit of the Port. No officer or employee of the Port may engage in any employment, activity or enterprise which has been determined to be inconsistent, incompatible or in conflict with her/his duties or with the duties, functions and responsibilities of the Port department in which he/she is employed.

The Executive Director or his/her designee shall declare the activities which will be considered inconsistent, incompatible or in conflict with, or inimical to, the duties of Port personnel. In making this determination, consideration shall be given to employment, activity or enterprise which: (a) involves the use for private gain or advantage of Port time, facilities, equipment and/or supplies, or the badge, uniform, prestige or influence of one's Port office or employment; or (b) involves receipt by the officer or employee of any money or other consideration for the performance of any act required of her/him as a Port officer or employee; or (c) involves the performance of an act in other than her/his capacity as Port officer or employee, which act may later be subject directly or indirectly, to control, inspection, review, audit or enforcement by her/him or by the agency in which he/she is employed. (Charter section 1201)

Port employees who violate section 12.01 may be subject to disciplinary action up to and including termination and, where appropriate, may be subject to prosecution under state or federal law.

Section 12.02 – Community Activities. Port employees may participate in community or civic activities on their own time. When there is a possibility or appearance of an incompatibility between the employee's public duties and private interests, the employee must bring the situation promptly to the attention of the immediate supervisor for review and resolution. Managers and supervisors shall counsel employees as appropriate upon becoming aware of possible conflicts of interest.

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RULE 13 – PUBLIC RECORDS

Section 13.01 - Records Open to the Public. Except as provided in these rules, the California Public Records Act, and/or the rules and policies of the Board of Port Commissioners, the records of the Port's Human Resources Department, the minutes of the meetings of the Civil Service Board, annual and special reports, the classification and compensation plans, and the official roster are public records and shall be open to public inspection at the Port's Human Resources Department under reasonable conditions during business hours. However, the Executive Director or his/her designee may withhold employee personnel records and special reports if such records and reports are otherwise exempt from disclosure under applicable state and local laws.

To the extent permissible under the California Public Records Act and local law, material used or to be used in Port tests, confidential reports regarding applicants or eligibles, and the names and identity of special examiners who may be temporarily employed by the Port shall be considered confidential and not subject to disclosure to members of the public.

Section 13.02 - Disposition of Records. Minutes of Civil Service Board meetings shall be considered permanent records.

SAVINGS CLAUSE

If any part of these Rules is determined to be illegal or unconstitutional, such part shall be severed from these Rules and the remaining Rules shall be given full force and effect.

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APPENDIX A - GUIDELINES FOR FILLING VACANCIES

All vacancies in authorized, non-sworn, classified and exempt positions shall be filled according to the following guidelines:

1. If a permanent vacancy occurs in an exempt position:
 - a. The duties may be reallocated among existing positions; or
 - b. The position may be left open; or
 - c. The position may be filled by appointment.
2. If a temporary vacancy or absence occurs in an exempt position:
 - a. The duties of the position may be reallocated temporarily among other positions; or
 - b. The position may be left open for the duration of the temporary vacancy or absence; or
 - c. The position may be filled by assignment of a current employee on an "acting" basis in accordance with pertinent Memorandum of Understanding and administrative policy; or
 - d. The position may be filled by a Temporary Contract Service Employee or an Exempt Limited Duration Employee.
3. If a permanent vacancy occurs in a classified position, and there is no eligible list:
 - a. The position may be left open; or
 - b. The position may be filled permanently by transfer or re-employment; or
 - c. The position may be filled by provisional appointment, not to exceed 120 days. If no eligible list is posted before the 120-day period expires, additional provisional appointment(s) of different individual(s) may be made; or
 - d. The position may be filled by assignment of a current Port employee on an "acting" basis, in accordance with relevant Memorandum of Understanding and administrative policy, pending completion of the recruitment process; or
 - e. The position may be filled by means of a temporary agency assignment, if appropriate, for a period not to exceed 120 days, pending completion of the recruitment process.
4. If a permanent vacancy occurs in a classified position, and an eligible list exists:
 - a. The position may be left open; or
 - b. The position may be filled permanently by transfer, re-employment or appointment from an eligible list.
 - c. If an active reinstatement list of laid off employees exists at the time of filling the vacancy this list must take priority over all other lists.
5. If a temporary vacancy occurs in a classified position, and there is no eligible list:

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- a. The position may be left open for the duration of the vacancy; or
 - b. The duties of the position may be temporarily reallocated among existing positions; or
 - c. The position may be filled by provisional appointment, not to exceed 120 days. If no eligible list is posted before the 120 day period expires, additional provisional appointment(s) of different individual(s) may be made; or
 - d. The position may be filled by assignment of a current Port employee on an “acting” basis, depending on the length of the vacancy and in accordance with relevant Memorandum of Understanding provisions and administrative policy; or
 - e. The position may be filled by means of a temporary agency assignment, if appropriate, for a period not to exceed 120 days.
6. If a temporary vacancy occurs in a classified position and an eligible list exists:
- a. The position may be left open for the duration of the vacancy; or
 - b. The duties of the position may be reallocated temporarily among existing positions; or
 - c. The position may be filled by limited duration appointment from an eligible list; or
 - d. In the event that no person on the eligible list is willing to accept a limited duration appointment: (i) the position may be filled by provisional appointment not to exceed 120 days. Additional provisional appointment(s) of different individual(s) may be required if the temporary vacancy exceeds 120 days; or (ii) the position may be filled by assignment of a current Port employee on an “acting” basis in accordance with relevant Memorandum of Understanding provisions and administrative policy; or (iii) the position may be filled by means of a temporary agency assignment, if appropriate, for a period not to exceed 120 days.
7. If an absence occurs in a classified position and there is no eligible list for that classification:
- a. The position may be left open for the duration of the vacancy; or
 - b. The duties of the position may be temporarily reallocated among existing positions; or
 - c. The position may be filled by assignment of a current Port employee on an “acting” basis, depending on the length of the absence and in accordance with relevant Memorandum of Understanding provisions and administrative policy; or
 - d. The position may be filled by means of a temporary agency assignment, if appropriate, for a period not to exceed 120 days.
8. If an absence occurs in a classified position and an eligible list exists:
- a. The position may be left open for the duration of the absence; or
 - b. The duties of the position may be reallocated among existing positions; or

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- c. The position may be filled by limited duration appointment from the eligible list.
- d. In the event that a limited duration appointment is not practical due to the brief nature of the absence or because no person on the list is willing to accept a limited duration assignment, the position may be filled by: (i) assignment of a current Port employee to the position on an “acting” basis, in accordance with relevant Memorandum of Understanding provisions and administrative policy; or (ii) the position may be filled by means of a temporary agency assignment, if appropriate, for a period not to exceed 120 days.

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APPENDIX B – COMMON CLASSES

Classifications in the classified service with positions at the City and the Port with the same class titles and class codes that were changed or modified after 1978, not following the prescribed prevailing Civil Service Rules at the time of the changes or modifications, shall be submitted to the Civil Service Board as soon after collective bargaining 2011 concludes, but no later than 90 days after collective bargaining is concluded.

As of the date of this addendum, the following classifications have been deemed as common classifications until the Port and City comply with the procedures ascribed above.

(list of the deemed classifications as listed below)

<u>PORT</u>	<u>CITY</u>
1. Account Clerk	Account Clerk II
2. Senior Account Clerk	Account Clerk III
3. Office Specialist I	Office Assistant II
4. Office Specialist II	Administrative Assistant I
5. Administrative Specialist	Administrative Assistant II
6. Carpenter	Carpenter
7. Gardener I	Gardener I
8. Gardener II	Gardener II
9. Gardener III	Gardener Crew Leader
10. Painter	Painter
11. Plumber	Plumber
12. Semiskilled Laborer	Public Works Maintenance Worker
13. Port Electrician*	Electrician*
14. Custodian	Custodian**

The Port and the City have agreed that the following two classifications are Port-specific due to the following reasons and therefore they are exempt from the above common classifications:

*The Port Electrician – due to the “high voltage” experience required by the Port.

**Custodian – due to FAA security requirements. Port custodians must be able to pass a Criminal History Records Check (CHRC), a ten-year background check, and be fingerprinted for FBI clearance in order to work in the Security Identification Display Area (SIDA) at the Oakland International Airport. Additionally, the Port and City have agreed that due to recruitment requirements, both the City and the Port agreed to conduct separate examinations to accommodate internal candidates (Port relief/990 custodians and City part-time custodians).

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EXHIBIT D

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

July 1, 2015 – December 31, 2017

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

1.A Introduction

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

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

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

1.B Recognition

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

1.C Notification of New Classifications

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

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

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

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

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

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

ARTICLE 2 - MANAGEMENT AND UNION RIGHTS

2.A Stewards

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

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

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

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

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

2.B Union Elections

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

2.C Access to Work Locations

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

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

2.D Use of Meeting Space

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

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

such meetings, and will comply with Port regulations for the assignment and use of facilities.

2.E Notification of Rules

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

2.F Obligations to New Employees

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

The Port shall notify the Union Field Representative and Chapter President of a new hire on the first day of their employment, by e-mail and regular mail. The Port shall provide reasonable release time to the Chapter President to make a 30 minute presentation about SEIU, Local 1021 during the new employee orientation.

2.G Bulletin Boards

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

Any posted material shall be non-controversial in nature.

2.H Information Provided to the Union

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

2.1 Contracting Out

With respect to the provisions of Section 902 (e) of the Charter regarding contracting of service, it is agreed the Port will, notify the Union at least sixty (60) days prior to an action of the Board of Port Commissioners, except in the case of an emergency, in which case as much notice as is practicable will be given of such matters as may affect employees represented by the Union, provided that no such contract for service shall result in the loss of employment or salary by any person having permanent status in the competitive service. Past practices in contracting out of work will continue where Port employees cannot perform the work or where Port employees will not be displaced.

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

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

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

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

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

- a. Work falling within the following categories:

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

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

Passenger Shuttle Bus Operations

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

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

City of Oakland - Special Services

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

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

City of Oakland - LLAD

JLS Common Area Maintenance

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

MMP Sales Expense (unless the work falls within the scope of Port Equipment Driver or Power Equipment Operator

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

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

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

Equipment Rental Services

Information Technology Related Services

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

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

For on-call contracts, the Port shall provide thirty (30) days notice prior to Board or Executive Director (or her/his designee) action regarding the general amount of on-call contracting authority. In connection with individual requests for on-call, monthly vendor services, or Purchase Order contracts, the Port may contract out the following areas of work after exhausting the SEIU overtime call out list, if SEIU-represented

employees in the relevant classifications are: (a) on extended leaves of absence subject to accommodation (ADA, WC), or participating in a program such as PETA, etc., to such an extent that the SEIU-represented employees are unable to perform the duties in question, or (b) involved in a critical assignment that cannot reasonably be abandoned or put on hold to perform the work in question:

HVAC	Gardening
Fencing	Overhead door repair
Roofing	Carpeting
Crack sealing	Plumbing
Electrician	

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

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

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

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

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

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

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

2.J Work Effort

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

2.K Public Relations

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

ARTICLE 3 - UNION SECURITY

An employee in one of the classes included in the MOCA Unit, employed as of July 1, 1984 and thereafter during the term of this Agreement, shall, as a condition of continuing employment with the Port and, in the case of a newly hired employee, within thirty (30) calendar days of his/her employment, execute a payroll deduction authorization form as furnished by the Union, and thereby become and remain a member in good standing in the Union; or execute a payroll deduction authorization form as furnished by the Union, and thereby pay to the Union an initial fee equal to the regular initiation fee and, thereafter, a monthly service fee equal to the regular monthly Union dues; or, in the case of an employee who certifies he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, execute a payroll deduction authorization form as furnished by the Union, and thereby pay sums equal to Union dues, initiation fee, or service fees to (1) American Cancer Society, (2) American Heart Association, or (3) Sickle Cell Anemia Research and Education, Inc. (S.C.A.R.E.).

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

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

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

4.A Good and Sufficient Cause

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

4.B Gross Violations

In the case of gross violation of rules, regulations or ordinances calling for immediate action (including as examples, but not limited to: theft of Port or other employee property; unprovoked assault on other workers or the public; willful and

reckless conduct endangering the health or safety of the public or other workers), discharge or discipline can take place with whatever procedures are proper under applicable law being exhausted prior to the implementation of discipline.

4.C Progressive Discipline

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

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

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

4.D Coaching and Counseling

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

4.E Notice of Resignation

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

4.F Exit Interview

Upon receipt of an employee's resignation, the Director of Human Resources, or his/her designee, may conduct an exit interview to determine that an employee's resignation has been submitted in good faith and free from undue pressure or threat.

Said officer shall take into account any information furnished by the Union and/or an employee in a timely fashion in determining the necessity for such an interview.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.A Definition

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

5.B Resolution of Grievances

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

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

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

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

5.B.5 Third Step Submission to Port. Should the grievance remain unresolved under 5.B.4, the employee and/or Union Representative may, within ten (10)

working days of the Skelly hearing or the deadline for the department manager's response, submit the written grievance to the Port Employee Appeals Officer designated by the Port's Executive Director. The Skelly hearing officer shall make reasonable efforts to issue the Skelly decision within 30 calendar days of the Skelly hearing. If no decision is issued within 30 days, the Union may upon notification to the Port, decide to accept the notice of intent as the Skelly hearing decision. The Employee Appeals Officer shall meet with the Union Representatives within ten (10) working days of submission to schedule a hearing to resolve the dispute. The Employee Appeals Officer shall respond in writing within twenty (20) working days of the hearing. The response shall be given to the employee and copies sent to the Union Representative. If the union does not schedule a hearing on the grievance within (30) working days of receipt by the Employee Appeals Officer, the grievance shall be nullified.

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

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

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

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

5.B.8 Arbitration Procedures. If arbitration is selected, it is agreed that the decision of the arbitrator shall be final and binding on all parties and that the arbitrator's fees and expenses incidental to the decision, such as a hearing room and transcript, if required, but excluding the cost of representation and witness fees, shall be borne equally by the parties. The arbitrator shall have no power to add to or subtract from the provisions of this Agreement or of the Personnel Rules.

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

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

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

5.D Extension of Time Limits

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

5.E Presence at Hearings

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

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

5.F Witnesses

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

5.G Applicable Law Procedures

No employee shall be placed in a non-pay status until any and all procedures under applicable law relating to that employee are fulfilled. At present, it is understood that "Skelly" procedures are currently required by applicable law before action can be taken by a public employer in certain specific situations.

5.H Waiver of Time Limits

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

5.I Award Payment Schedule

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

ARTICLE 6 - SENIORITY

6.A Definitions

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

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

6.B Seniority and Bidding

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

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

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

6.C Seniority and Overtime

Classification Seniority shall apply to overtime distribution.

6.D Seniority and Leave

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

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

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

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

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

6.E Seniority in Cases of Identical Hiring Dates

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

6.F Seniority Lists

The Port shall furnish the Union with an updated copy of the classification seniority lists every six (6) months. Such list shall be subject to correction upon protest by the Union. The list shall constitute the official seniority list for vacation leave bidding, shift bidding, job bidding and overtime distribution, and shall reflect the date of hire and

classification dates of employees covered by this MOU. If possible, the Port will provide the Union with a list detailing the seniority of each represented employee held in previous classifications.

ARTICLE 7 - HIRING, LAYOFF AND REHIRING

7.A Probationary Period

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

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

7.B Entry Level Residency Preference

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

7.C Eligible Lists

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

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

7.D Veteran's Rights

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

7.E Reduction in Force

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

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

ARTICLE 8 - PROMOTION, DEMOTION AND TRANSFER

8.A Probation Period Upon Promotion

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

8.B Service Ratings During Probation

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

8.C Return Rights

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

8.D Promotional Examinations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.E Eligible List for Promotional Position

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

8.F Duration of Promotional List

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

8.G Non-Selection Statement

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

8.H Supplemental Training Programs

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

8.I Transfer List

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

ARTICLE 9 - TRAINING AND EDUCATION

9.A Available Education Courses

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

9.B Reimbursement

The full costs of tuition, job-related certifications or licenses, required textbooks and classroom equipment will be refunded to employees who obtain prior approval and complete the course with a passing grade for up to a maximum of \$2,000 per fiscal year. Courses which are not eligible for credit, but are sponsored by a university extension center or service shall be considered satisfactorily completed upon evidence of attendance of that course. Textbooks will become the property of the employee upon approval of the refund. Classroom equipment is the property of the employee only with Port approval. If Port approval is not granted, the equipment shall become the property of the Port.

9.C Approval Procedure

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

9.D Heavy Equipment Training Course and Driving Course

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

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

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

9.E Professional Development

Upon presentation of proof of purchase, which specifically identifies the purchase, an employee shall be eligible for reimbursement for expenses incurred for Professional Development, not to exceed \$600.00 effective July 1st for each year of the contract, with the following exceptions and provisions.

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

2. Unused portions from any year may be carried forward to fund future anticipated expenditures provided, however, no portion shall be carried over beyond the duration of this Memorandum of Understanding.

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

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

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

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

ARTICLE 10 - SAFETY

10.A Promotion of Safety

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

hazards, establish and enforce safety rules, and promote safety consciousness in all employees.

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

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

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

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

10.A.5 Hard Hat/Bump Cap Usage. In compliance with State and Federal safety regulations, hard hats must be worn by maintenance and airport operations personnel whenever there is a possible threat to safety from flying, falling objects from above, or working around heavy equipment. Bump caps may be worn when more appropriate in specific incidences.

10.A.6 VDT and Word Processing Safety

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

(b) Upon request by an employee assigned to work with a microcomputer or word processor equipped with a VDT, submitted to the Principal Port Safety Administrator, the Port will provide an ergonomics or industrial hygienist specializing in ergonomics to inspect the VDT workstation of the employee. The ergonomics will make written recommendations to the employee's supervisor with a copy to the employee, for adjustments and necessary equipment. The Port shall review the recommendations and provide employees with the appropriate equipment/adjustments.

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

10.A.8 Safety Shoes. Where safety shoes are required to be worn in the performance of an employee's duties by either departmental or Port policy, or pursuant to applicable Cal-OSHA or OSHA regulations, the Port hereby agrees to furnish the appropriate safety shoes on an as needed basis, to all such personnel. However, any such employee may at his/her option purchase appropriate safety shoes of his/her own choice, in lieu of accepting Port furnished shoes. The Port agrees to reimburse each employee purchasing his/her own safety shoes, upon presentation of an original receipt, proof of the necessity for same, and in accordance with Port procedures for reimbursement of costs, an amount not to exceed \$232.50.

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

10.B Safety Committees

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

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

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

10.B.2 Port-Union Safety Committee. A Safety Committee comprised of at least one (1) but not more than three (3) Union and at least one (1) but not more than three (3) management members shall be established for the purpose of inspecting, reviewing and recommending safety practices in the work areas at the Port.

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

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

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

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

10.C Safety Laws, Rules and Regulations

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

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

10.D DOT Regulations Compliance

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

ARTICLE 11 - EMPLOYEE RIGHTS AND AFFIRMATIVE ACTION

11.A Personnel File

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

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

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

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

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

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

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

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

11.B Civil Rights and Affirmative Action

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

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

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

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

11.C Employee Service Ratings and Reports

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

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

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

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

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

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

11.D Equal Pay for Women

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

ARTICLE 12 - WAGES

12.A Salaries

12.A.1 Effective the first day of the pay period containing July 1, 2015, all salaries of represented employees will be increased by four percent (4.0%).

12.A.2 Effective the first day of the pay period containing July 1, 2016, all salaries of represented employees will be increased by two percent (2.0%).

12.A.3 Effective the first day of the pay period containing July 1, 2017, all salaries of represented employees will be increased by two percent (2.0%).

12.B Salary Rate Increase

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

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

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

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

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

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

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

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

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

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

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

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

12.D Relief Custodian and Relief Telephone Operator Seniority.

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

ARTICLE 13 - HOURS, WORKING CONDITIONS AND OVERTIME

13.A Shift Differential

13.A.1 Shift Differential Calculation. Employees working the swing shift shall be paid a differential of five percent (5%). Employees working the graveyard shift shall be paid a differential of seven percent (7%).

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

13.A.3 Class A & B Licenses. Should an employee lose her/his Class A or B license or have their license suspended because of violations sustained during

non-working hours or fail to procure a medical examiner's certificate then the Port and the Union shall meet to discuss the eligibility of the affected employee for an existing vacant position or soon to be existing vacant position.

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

13.B Split Shifts

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

13.C Lunches

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

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

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

13.D Custodial Facilities and Equipment

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

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

13.E Uniforms and Protective Clothing

The Port will furnish and maintain appropriate uniforms and/or protective clothing for its field employees who are required to wear uniforms. The Port will maintain adequate rain gear and outdoor gear for airport Custodians required to work outdoors.

13.F Tools

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

13.G Gardener's Spray Certificate

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

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

13.H Meal Pay

An employee working two (2) hours of overtime beyond his/her regular shift will be provided allowance for meals ("meal pay") at the rate of \$16.00 per meal. Effective July 1, 2002, the rate shall be increased to eighteen dollars (\$18.00) per meal. In the event the employee continues to work beyond such first two (2) hours and such is not part of his/her regular shift, the employee will be provided additional meal pay for each successive four (4) hour period so worked at the rate set forth above.

13.I Rest Periods

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

13.J Acting Pay

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

An employee who acts in a position of higher classification under this provision for a period of thirty (30) consecutive days or less, shall not receive acting pay during any period(s) of paid leave occurring during his/her acting assignment. However, an employee who acts in a position of higher classification under this provision for a period in excess of thirty (30) consecutive days shall receive acting pay during period(s) of paid leave occurring during his/her acting assignment, commencing with the thirty-first (31st) consecutive day of the acting assignment and continuing until said acting assignment is terminated.

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

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

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

13.K Reassignment Notification

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

13.L Overtime

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

13.L.2 Distribution of Overtime:

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

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

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

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

13.M Compensatory Buy Back

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

13.N Worker's Compensation

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

13.O Hours of Work

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

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

13.P Call Back Pay

A minimum of four (4) hours of pay at time and one-half (1½) will be paid to employees called back to work for other than a regular shift. This section shall not apply to extension of time worked beyond a regular shift. (Included by side letter to previous Memorandum of Understanding.)

13.Q Child Care Facility

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

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

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

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

13.S Work-Related Communications

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

13.T Parking at 530 Water Street

The Port agrees to cover the cost of parking for employees who report at 530 Water Street on the first day of the month following ratification of the Agreement.

ARTICLE 14 - HOLIDAYS

14.A Designated Holidays

The following days of each year are designated as holidays:

- a) January 1st;
- b) The 3rd Monday in January, known as "Martin Luther King Jr.'s Birthday";
- c) February 12th, known as "Lincoln's Birthday";
- d) The 3rd Monday in February
- e) The last Monday in May;
- f) July 4th;

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

14.B Holiday Pay

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

14.C Holidays on Regular Day Off

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

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

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

On the Christmas Eve/New Year's Eve half shift holidays designated above in 14.A, such time off shall be granted by the department head, subject to the needs of the Port. In the event that an eligible employee is not allowed time off as provided above, he/she shall be paid overtime for the number of hours worked at the rate of time and one-half his/her regular hourly rate of pay for the paid time off to which he/she is entitled under this provision, in addition to the pay which the employee would otherwise receive for said half shift.

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

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

ARTICLE 15 - VACATION

15.A Vacation Accrual

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

- (a) Two weeks (ten days) per year through the first four employment years;
- (b) Three weeks (15 days) per year beginning with the fifth employment year and through the twelfth year, provided, however, that during the tenth (10th) full employment year an employee, on his/her anniversary date, shall accrue one (1) additional day as vacation for that year only;
- (c) Eighteen days per year beginning at the thirteen employment year and through the nineteenth year; provided, however, that during the fifteen (15th) full employment year an employee, on his or her anniversary date, shall accrue one (1) additional day of vacation for that year only;
- (d) Twenty days (four weeks) per year beginning the twentieth employment year and through the twenty-fifth year; provided, however, that during the twentieth and

twenty-fifth full employment years an employee, on his or her anniversary date, shall accrue one (1) additional day of vacation for those years only;

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

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

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

15.B Seniority for Vacations

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

15.C Vacation Deferral

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

15.D Vacation Increments

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

15.E Illness During Vacation

In the event an employee is seriously ill during a vacation, such time shall be charged to sick leave at the employee's request upon satisfactory verification of the serious illness claimed.

15.F Payday During Vacation

If a pay day falls within an employee's scheduled vacation period, the employee shall be entitled to receive, prior to the start of such vacation period, upon his/her

request, any regular paychecks he/she would normally receive during said period, in accordance with established Port and City procedures. This provision shall apply to employees whose scheduled vacation is ten (10) or more consecutive working days.

15.G Holiday During Vacation

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

ARTICLE 16 - LEAVES OF ABSENCE

16.A Sick Leave

16.A.1 Definition of Immediate Family. For purposes of this section (and Family Illness) immediate family shall be defined as mother, father, husband, wife, domestic partner, son, daughter, brother, sister, grandfather, grandmother, father-in-law and mother-in-law. A domestic partner shall be deemed a member of an employee's immediate family only for the limited purposes of granting the employee to whom the term applies time-off from work and for no other purposes, as specifically set forth in Section 16.A.2 of this MOU. Immediate family as used herein, includes the "step" relationships of the above described family members, respectively (step mother, step father, step son, etc.), except with respect to domestic partnerships.

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

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

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

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

16.A.5 Port Attendance Program

General Statement

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

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

A. Attendance Standards

1. Absence is any time an employee is scheduled to but does not report or leaves work after reporting for reasons not associated with department operations. This excludes unauthorized leave when an employee is not scheduled to work.
2. Sick leave must be for valid reasons such as: illness or disability of employee or immediate family, medical appointments for employee or

immediate family and personal leave as outlined in Section 16.B of this Memorandum of Understanding. However, the Port does not allow a certain number of sick days each year to be used however the employee wishes.

3. Other absences include those which are beyond the employee's immediate control (usually of emergency nature) and make coming to work impossible (not just inconvenient or difficult).
4. An employee's record will be reviewed by the supervisor and the when absent hours equal forty (40) hours and three (3) or more occurrences of absence charged to sick leave in the past twelve (12) month period. The purpose of this review is to determine whether an attendance problem may be present and if so, the appropriate steps, including a conference with the employee, needed to correct. It is understood that exceeding forty (40) hours per year is not in itself a problem, but merely a tool to review the reason for absences.
5. Judgment must be applied to the individual case. There is no set number of absent days that automatically makes an employee's attendance record a good record or a bad record. Each case must receive individual analysis and consultation. Supervisors must do their utmost to apply good managerial skills in determining good, satisfactory and unsatisfactory attendance. Good performance on the job becomes unsatisfactory because of frequent absences. Some of the factors which should be considered when evaluating attendance performance are: number of days absent, number of occurrences, reasons for absences, total number of sick leave days accrued as compared with current rate of utilization and absence frequency, and the existence of an absence pattern.

B. Attendance Plan for Improvement

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

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

C. Incentives

1. For employees working more than half-time, if you have accumulated at least sixty (60) days of sick leave on July 1st of the fiscal year, you may prior to

August 1st of the following fiscal year exercise one of the following options for sick leave earned, but not used during the fiscal year:

- a) Accumulate sick leave credits to the 150-day maximum
 - b) Convert sick leave earned over the basic requirement of sixty (60) days to vacation days, at the ratio of three (3) sick leave days to one (1) day of vacation, with a maximum of four (4) days vacation from converted sick leave;
 - c) Convert sick leave earned over the basic requirement of sixty (60) days to cash at the ratio of three (3) sick leave days to one (1) day of pay with a maximum of four (4) days, earned from converted sick leave;
 - d) A combination of the above.
2. If an employee's sick leave balance has increased by the number of days detailed below, between July 1st and June 30th of one fiscal year, the employee will receive the bonus amounts detailed below.

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

16.A.6 Family Illness. Each employee who is otherwise eligible to take sick leave may, in the event of serious illness in his/her immediate family, take a maximum of the (10) working days' accumulated sick leave in any calendar year. Such family sick leave shall be charged against an employee's accumulated sick leave credits. Immediate family shall be defined as provided in Section 16.A.1 entitled "Definition of Immediate Family".

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

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

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

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

16.B Personal Leave

Up to four (4) days of accumulated sick leave per year may be used by Port employees for urgent personal business. These four (4) days are not accumulative. However, if not used, this time will be counted as sick leave in which case it can be carried from year to year. Using sick leave for personal business is subject to the approval of the department manager. Urgent personal business is defined as necessary transactions that might affect an employee's economic well-being or personal welfare and which cannot be carried out during off-duty hours. At least forty-eight (48) hours prior notice shall be given except in case of extreme emergency.

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

16.C Maternity Leave

An employee granted maternity leave shall be returned to her same classification in the department, work location and shift most nearly approximating her former placement as determined by the Port based on the needs of the public service, with no loss of seniority or accrued benefits earned prior to the beginning of such leave and remaining on the books at the time the employee returns to work. It is understood that seniority and other benefits will not continue to accrue while an employee is off work on such leave. An employee who experiences temporary complications or disabilities during such paid leave of absence, seniority would continue to accrue.

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

16.D Parental Leave

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

16.E Jury Duty Leave

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

16.F Military Leave

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

16.G Family Death Leave

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

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

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

16.H Premium Pay During Paid Leave

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

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

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

16.1 On-The-Job Injury Leave

16.1.1 On-The-Job Injury Leave. In the event an employee is injured in the performance of his/her duties, he/she will be entitled to receive full pay, beginning the first day of his/her absence due to his/her initial injury, for a total of ninety (90) calendar days without any charge against the employee's accumulated sick leave. This benefit will be in conjunction with usual Workers' Compensation benefits and not in addition to amounts of disability pay to which the employee is entitled under Workers' Compensation.

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

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

6. Life insurance coverage at the continuing rate.

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

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

16.J Leave of Absence Without Pay

Department heads may give leave without pay not to exceed a total of thirty (30) working days in a calendar year. Leaves without pay may be granted for reasons which in the opinion of the Port, appear to be proper and in the best interest of the Port, such as:

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

16.K Leave Benefits Under FMLA

The leave benefits required to be provided under the Family and Medical Leave Act of 1993 and the California Family Rights Act, as amended, shall be provided in conjunction with leave benefits described in this Memorandum of Understanding, not in

addition to such benefits except to the extent that these laws require the provision of leave benefits that exceed the leave benefits otherwise provided for in this Memorandum of Understanding. Attached hereto as Attachment "4", is a summary of the pertinent provisions of the Family and Medical Leave Act of 1993.

16.L Employee Assistance Program (EAP)

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

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

ARTICLE 17 - INSURANCE BENEFITS

17.A Health Plans

17.A.1 Medical Plans.

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

- d) Said monthly payments shall be for medical premium coverage only and any amount in excess of the actual cost of medical premium coverage shall not be refunded to the employee.

17.A.2 Retiree Medical Benefits.

- a) The Port shall contribute an amount up to the premium cost for health plan coverage for each eligible Port retiree and such enrolled Port retiree's eligible dependents in any of the health plans provided under PERS to which the Port retiree is eligible to participate not to exceed one hundred percent (100%) of the monthly premium costs at the family rate provided by Kaiser Foundation Health Plan, Inc. for the Northern California Region, at the rate available through the Public Employees' Retirement System's health benefit plans.
- b) If an eligible Port retiree chooses to participate in a PERS health plan which is more expensive than the PERS Kaiser Northern California health plan, the excess cost shall be paid by the retiree. These contributions shall be adjusted during the term described above to reflect the changes, if any, in the PERS premiums.
- c) Retirees shall have the right to inform the Port of an increase in their dependents at any time and have the amount contributed be adjusted accordingly, in accordance with PERS or the insurance carrier's rules. Port retirees shall be required to inform the Port of any reduction in dependents and a corresponding reduction in premium amounts contributed by the Port shall be made.
- d) Said monthly payments shall be for medical premium coverage only and any amount in excess of the actual cost of medical premium coverage shall not be refunded to the Port retiree.
- e) The payments for Port retirees, set forth in subsection "a" above, shall be made monthly from the date of retirement until the retiree ceases to participate in the PERS medical program.
- f) The payments described above in subsection "a" shall be made for eligible Port retirees and their eligible dependents in accordance with the provisions of the Public Employees Retirement Law of the State of California.
- g) These provisions shall take effect within 60 days after ratification of the MOU, or upon implementation by PERS, whichever is earlier.

- h) These provisions constitute the entire and sole agreement of the parties with respect to retiree medical benefits and all prior agreements of the parties are superseded by the terms of this MOU.

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

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

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

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

With respect to employees who were hired by the Port on or after April 1, 2013 (other than (1) any former Port employee on a reinstatement list as January 1, 2013 pursuant to section 9.01 of the Personnel Rules and Procedures of the Port who is hired prior to January 1, 2013 and is reinstated to employment with the Port three (3) years from the date of layoff or (2) an employee who was employed by the Port before January 1, 2013 and who is reemployed into the same classification by the Port prior to the second anniversary of his or her separation from employment with the Port, in accordance with Section 5.01 of the Personnel Rules and Procedures of the Port), upon

the employee's retirement or other separation from service, beginning January 1, 2013 such retired or terminated employee shall not be entitled to dental, vision or the employee assistance program benefits upon ceasing to be an eligible employee of the Port except to the extent required under the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

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

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

17.A.4 Health Care Reform.

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

17.A.5 Flexible Benefits.

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

17.B Vision Care

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

17.C Dental Plan

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

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

17.C.2 Dental Plan Review. The Port and Union agree to review the present dental plan at any time during the term of this Agreement at which a reliable

dental plan is proposed which provides better coverage at the then existing premium costs, with a commitment by the carrier for premium stability.

17.D Life Insurance

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

17.E Disability Insurance

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

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

17.F Health Benefits Limitations During Leave Without Pay

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

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

17.G Alternate Medical Coverage, Cash in Lieu

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

ARTICLE 18 - RETIREMENT

18.A Employer Contribution

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

18.B Employee Contributions

18.B.1 Effective the first day of the pay period containing July 1, 2013, employer paid member contributions ("EPMC") shall be terminated, and represented employees who are members of the Public Employees' Retirement System ("PERS") shall contribute 8% of their base salary, as determined in accordance with applicable law, to offset the EPMC.

18.B.2 Effective the first day of the pay period containing July 1, 2013 and in exchange for represented employees paying the employee contribution (formerly paid by the employer and designated as EPMC as specified in 18.B.1), the Port will increase the base salary of represented employees by eight percent (8%). The intent of this provision is to have an equal swap whereby represented employees pay their employee contributions in exchange for an increase in their base salary by an equal amount.

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

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

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

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

18.C.3 Survivor Continuance. Survivor continuance provides the beneficiary a monthly allowance equal to one-half of what the employee's highest "service retirement" allowance would have been had they retired on the date of death.

Eligible recipients are the spouse or domestic partner, who have married or registered for at least one year, or if none; children under age 18 who have never been married, or if none; a parent who is at least age 62 and was a dependent of the employee at the time of death.

18.C.4 Benefit Factor. Benefit factor is a percentage of pay to which one is entitled for each year of service. It is determined by one's age at retirement and the retirement formula. The benefit factor increases with each quarter of year of attained age between ages 50 and 55 except for employees subject to PEPRA. The formulas are 2.7% @ age 55 for employees hired prior to June 9, 2012; 2.5% @ age 55 for employees hired on or after June 9, 2012; or 2.0% @ age 62 for new members hired on or after January 1, 2013 subject to PEPRA.

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

ARTICLE 19 - JOINT LABOR/MANAGEMENT RELATIONS COMMITTEE

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

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

1. Training of Union members and stewards as well as Port forepersons, supervisors and managers, in the application of the MOU between the parties.
2. Ensuring fair and consistent application of the Port's Attendance Program as identified in the MOU between the parties.
3. Ensuring that programs and procedures specified in the MOU between the parties are implemented and maintained during the term of the MOU.
4. Developing and seeking to reach agreement concerning the application of seniority, as defined in the MOU, to lay-off, recall and transfers to and from classifications in the City of Oakland.
5. Developing ways to improve action level decision making, customer service and employee morale.

6. Consultant shall be retained for the first year to guide the committee. The consultant will be paid for both by the Port and the Union, at a ratio to be determined.
7. Any other issues of mutual concern.

The committee shall be comprised of twelve (12) members, six (6) designated by the Union and six (6) designated by the Port. One of the Union team members shall be the Union president. One of the Port team members shall be the Chief Administrative Officer or the Human Resources Manager. Time lost from the job shall be paid by the Port. The committee shall meet on a monthly basis or on a different schedule as determined by the parties.

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

ARTICLE 20 - MISCELLANEOUS AND DURATION

20.A Separability and Revisions of Severed Positions

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

20.B Reviving Vacant Classifications

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

20.C Memorandum is Entire Agreement

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

20.D Term of Agreement

This Memorandum shall become effective July 1, 2015, as adopted in the necessary implementing ordinances and resolutions and shall remain in effect for a period of thirty (30) months to and including December 31, 2017.

ARTICLE 21 – PAYROLL

21.A Employee Pay Stubs

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

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 3rd day of December, 2015.

SEIU LOCAL 1021
Bargaining Team

By: [Signature]
Nato Green
Chief Negotiator

By: [Signature]
Dana MacPherson
Area Field Director

By: [Signature]
John Stead-Mendez
Executive Director, Field & Programs

Port of Oakland
Bargaining Team

By: [Signature]
Joseph E. Wiley
Chief Negotiator

By: [Signature]
Christopher Boucher
Director of Human Resources

Local 1021 Negotiations Team:

By: [Signature]
Millie Cleveland
Field Representative, SEIU 1021

By: [Signature]
Kimberly Moses
Chapter President

Port of Oakland Negotiations Team:

Farbod Pirouzmand

Jay Busby
Terrance Calloway
Leonard Castaneda
Chuck Campbell
Alfonso Loera
Karl Mason
Yvette Nixon
Gino Valente

The above Memorandum of Understanding is hereby ratified and confirmed this 3rd day of December, 2015.

CITY OF OAKLAND, a Municipal Corporation, acting by and through its Board of Port Commissioners

By: 
Executive Director

Approved as to form and legality this 17th day of December, 2015.


Danny W. Wan, Port Attorney

Resolution No. 15-092
P.A. # 2015-416

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

December 6, 2012

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

REGARDING

Percentage of Employer Contribution for New Retirees and Future Legislation

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

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

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

EXHIBIT B
SIDE LETTER OF AGREEMENT REGARDING CONTRACTING OUT

June 25, 2015

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

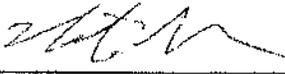
REGARDING

Contracting Out

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

1. Any grievance filed alleging the Port has violated any provision of Article 2.1 – Contracting Out – shall be expedited in processing with the parties meeting within five (5) days to discuss the merits, and if resolution is not reached, the parties may agree that any arbitration under this side letter shall be held within 45 days of filing of the grievance.
2. Notwithstanding any provision of this Agreement, the Port shall provide notice of all contracting out of bargaining unit work. To the extent possible, such notice shall be provided in advance of the actual work being performed. If not reasonably possible to provide advanced notice, the Port shall provide notice within five (5) work days after the work has been performed.
3. The parties agree to meet quarterly consistent with the Committee provision of the MOU in an effort to resolve any ongoing dispute regarding contracting out issues.
4. Add "Electrician" to the categories of on-call contracts on the top of page 8 of Article 2.1 – Contracting Out of the current Memorandum of Understanding.

For the Union:

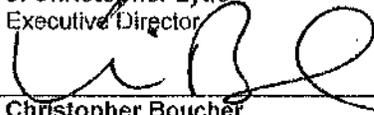
 11/10/15
Print Name: _____ Date

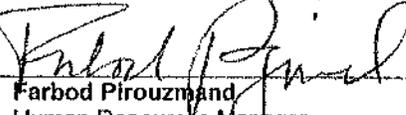
Kimberly Moses  11/12/15
Print Name: _____ Date

Miché Cleveland  11/12/15
Print Name: _____ Date

For the Port:

 12/31/15
J. Christopher Lytle
Executive Director _____ Date

 11/25/15
Christopher Boucher
Director of Human Resources _____ Date

 11/17/15
Farbod Pirouzmand
Human Resources Manager _____ Date

**EXHIBIT C
SALARY TABLE**

Unit A

JOB TITLE		Step A	Step B	Step C	Step D	Step E
AP Properties Operations Assistant	Effective 7/1/2015	6267	6580	6907	7322	7764
	Effective 7/1/2016	6392	6712	7045	7468	7919
	Effective 7/1/2017	6520	6846	7186	7617	8077
AP Security Sys Tech	Effective 7/1/2015	5985	6283	6598	6994	7412
	Effective 7/1/2016	6105	6409	6730	7134	7560
	Effective 7/1/2017	6227	6537	6865	7277	7711
AP Security/ID Specialist	Effective 7/1/2015	4681	4918	5168	5463	5779
	Effective 7/1/2016	4775	5016	5271	5572	5895
	Effective 7/1/2017	4871	5116	5376	5683	6013
Account Clerk	Effective 7/1/2015	4934	5184	5444	5764	6094
	Effective 7/1/2016	5033	5288	5553	5879	6216
	Effective 7/1/2017	5134	5394	5664	5997	6340
Administrative Specialist	Effective 7/1/2015	6062	6364	6683	7083	7510
	Effective 7/1/2016	6183	6491	6817	7225	7660
	Effective 7/1/2017	6307	6621	6953	7370	7813
Airport Operations Assistant	Effective 7/1/2015	6267	6580	6907	7322	7764
	Effective 7/1/2016	6392	6712	7045	7468	7919
	Effective 7/1/2017	6520	6846	7186	7617	8077
Aviation Graphics Specialist	Effective 7/1/2015	6455	6776	7117	7543	7993
	Effective 7/1/2016	6584	6912	7259	7694	8153
	Effective 7/1/2017	6716	7050	7404	7848	8316
Building Services Assistant	Effective 7/1/2015	4869	5116	5375	5684	6014
	Effective 7/1/2016	4966	5218	5483	5798	6134
	Effective 7/1/2017	5065	5322	5593	5914	6257
Computer Operator	Effective 7/1/2015	5123	5381	5661	5989	6328
	Effective 7/1/2016	5225	5489	5774	6109	6455
	Effective 7/1/2017	5330	5599	5889	6231	6584

JOB TITLE		Step A	Step B	Step C	Step D	Step E
Data Entry Operator	Effective 7/1/2015	4646	4856	5123	5410	5729
	Effective 7/1/2016	4739	4953	5225	5518	5844
	Effective 7/1/2017	4834	5052	5330	5628	5961
Eng Document Control Specist	Effective 7/1/2015	6062	6364	6683	7083	7510
	Effective 7/1/2016	6183	6491	6817	7225	7660
	Effective 7/1/2017	6307	6621	6953	7370	7813
Graphic Artist	Effective 7/1/2015	5235	5500	5782	6117	6465
	Effective 7/1/2016	5340	5610	5898	6239	6594
	Effective 7/1/2017	5447	5722	6016	6364	6726
Marine Billing/Traffic Asst	Effective 7/1/2015	6062	6370	6691	7072	7477
	Effective 7/1/2016	6183	6497	6825	7213	7627
	Effective 7/1/2017	6307	6627	6962	7357	7780
Marine Statistics Clerk	Effective 7/1/2015	4984	5240	5504	5818	6153
	Effective 7/1/2016	5084	5345	5614	5934	6276
	Effective 7/1/2017	5186	5452	5726	6053	6402
Office Specialist I	Effective 7/1/2015	4681	4915	5160	5469	5798
	Effective 7/1/2016	4775	5013	5263	5578	5914
	Effective 7/1/2017	4871	5113	5368	5690	6032
Office Specialist II	Effective 7/1/2015	5358	5628	5906	6264	6640
	Effective 7/1/2016	5465	5741	6024	6389	6773
	Effective 7/1/2017	5574	5856	6144	6517	6908
Permit Tech - P/T	Effective 7/1/2015	37.09	38.95	40.97	43.31	45.81
	Effective 7/1/2016	37.83	39.73	41.79	44.18	46.73
	Effective 7/1/2017	38.59	40.52	42.63	45.06	47.66
Permit Technician	Effective 7/1/2015	6029	6333	6653	7036	7438
	Effective 7/1/2016	6150	6460	6786	7177	7587
	Effective 7/1/2017	6273	6589	6922	7321	7739
Port Computer Operator	Effective 7/1/2015	5150	5413	5686	6015	6362
	Effective 7/1/2016	5253	5521	5800	6135	6489
	Effective 7/1/2017	5358	5631	5916	6258	6619

JOB TITLE		Step A	Step B	Step C	Step D	Step E
Port Deliveryperson*	Effective 7/1/2015	4443	4664	4889	5177	5476
	Effective 7/1/2016	4532	4757	4987	5281	5586
	Effective 7/1/2017	4623	4852	5087	5387	5698
Port Engineering Technician I	Effective 7/1/2015	5500	5780	6065	6419	6789
	Effective 7/1/2016	5610	5896	6186	6547	6925
	Effective 7/1/2017	5722	6014	6310	6678	7064
Port Engineering Technician II	Effective 7/1/2015	6277	6582	6917	7320	7740
	Effective 7/1/2016	6403	6714	7055	7466	7895
	Effective 7/1/2017	6531	6848	7196	7615	8053
Port Human Resource Clerk	Effective 7/1/2015	5041	5293	5557	5875	6218
	Effective 7/1/2016	5142	5399	5668	5993	6342
	Effective 7/1/2017	5245	5507	5781	6113	6469
Port Office Equipment Assist	Effective 7/1/2015	5235	5500	5782	6117	6465
	Effective 7/1/2016	5340	5610	5898	6239	6594
	Effective 7/1/2017	5447	5722	6016	6364	6726
Port Office Equipment Tech	Effective 7/1/2015	5866	6163	6473	6847	7244
	Effective 7/1/2016	5983	6286	6602	6984	7389
	Effective 7/1/2017	6103	6412	6734	7124	7537
Port Senior Computer Operator	Effective 7/1/2015	5991	6295	6611	6994	7395
	Effective 7/1/2016	6111	6421	6743	7134	7543
	Effective 7/1/2017	6233	6549	6878	7277	7694
Port Senior Engineering Tech	Effective 7/1/2015	7351	7721	8115	8574	9078
	Effective 7/1/2016	7498	7875	8277	8745	9260
	Effective 7/1/2017	7648	8033	8443	8920	9445
Reception Dispatch Clerk	Effective 7/1/2015	4387	4613	4850	5117	5413
	Effective 7/1/2016	4475	4705	4947	5219	5521
	Effective 7/1/2017	4565	4799	5046	5323	5631
Relief Telephone Operator	Effective 7/1/2015	27.60	28.89	30.49	32.14	34.08
	Effective 7/1/2016	28.15	29.47	31.10	32.78	34.76
	Effective 7/1/2017	28.71	30.06	31.72	33.44	35.46

JOB TITLE		Step A	Step B	Step C	Step D	Step E
Research Technician	Effective 7/1/2015	7170	7532	7910	8368	8848
	Effective 7/1/2016	7313	7683	8068	8535	9025
	Effective 7/1/2017	7459	7837	8229	8706	9206
Senior AP Security/ID Spec	Effective 7/1/2015	5041	5146	5562	5887	6223
	Effective 7/1/2016	5142	5249	5673	6005	6347
	Effective 7/1/2017	5245	5354	5786	6125	6474
Senior Account Clerk	Effective 7/1/2015	5661	5938	6244	6603	6987
	Effective 7/1/2016	5774	6057	6369	6735	7127
	Effective 7/1/2017	5889	6178	6496	6870	7270
Senior Secretary/Assist Sec	Effective 7/1/2015	6598	6932	7279	7691	8134
	Effective 7/1/2016	6730	7071	7425	7845	8297
	Effective 7/1/2017	6865	7212	7574	8002	8463
Senior Telephone Operator	Effective 7/1/2015	5071	5304	5592	5888	6240
	Effective 7/1/2016	5172	5410	5704	6006	6365
	Effective 7/1/2017	5275	5518	5818	6126	6492
Telephone Operator	Effective 7/1/2015	4781	5006	5276	5555	5890
	Effective 7/1/2016	4877	5106	5382	5666	6008
	Effective 7/1/2017	4975	5208	5490	5779	6128
Wharfinger	Effective 7/1/2015	9300	9683	10178	10720	11286
	Effective 7/1/2016	9486	9877	10382	10934	11512
	Effective 7/1/2017	9676	10075	10590	11153	11742

Unit B

JOB TITLE		Step A	Step B	Step C	Step D	Step E
AP Grd Trans & Pkg Ops Spec	Effective 7/1/2015	5041	5293	5557	5875	6218
	Effective 7/1/2016	5142	5399	5668	5993	6342
	Effective 7/1/2017	5245	5507	5781	6113	6469
AP Ops Specialist, Air/Land	Effective 7/1/2015	7725	8114	8524	9015	9535
	Effective 7/1/2016	7880	8276	8694	9195	9726
	Effective 7/1/2017	8038	8442	8868	9379	9921
Airport Operations Specialist I	Effective 7/1/2015	5500	5780	6065	6419	6789
	Effective 7/1/2016	5610	5896	6186	6547	6925
	Effective 7/1/2017	5722	6014	6310	6678	7064
Airport Operations Specialist II	Effective 7/1/2015	6267	6580	6907	7322	7764
	Effective 7/1/2016	6392	6712	7045	7468	7919
	Effective 7/1/2017	6520	6846	7186	7617	8077
A/P Parking Lot Assist/Monitor	Effective 7/1/2015	21.98	0	0	0	0
	Effective 7/1/2016	22.42	0	0	0	0
	Effective 7/1/2017	22.87	0	0	0	0
AP Term Maint Coord	Effective 7/1/2015	7532	7910	8303	8781	9284
	Effective 7/1/2016	7683	8068	8469	8957	9470
	Effective 7/1/2017	7837	8229	8638	9136	9659
Carpenter	Effective 7/1/2015	7109	7412	7744	8136	8556
	Effective 7/1/2016	7251	7560	7899	8299	8727
	Effective 7/1/2017	7396	7711	8057	8465	8902
Custodian	Effective 7/1/2015	4828	5025	5216	5456	5706
	Effective 7/1/2016	4925	5126	5320	5565	5820
	Effective 7/1/2017	5024	5229	5426	5676	5936
Diver*	Effective 7/1/2015	8458	8883	9333	9870	10440
	Effective 7/1/2016	8627	9061	9520	10067	10649
	Effective 7/1/2017	8800	9242	9710	10268	10862

JOB TITLE		Step A	Step B	Step C	Step D	Step E
Engineering Assistant*	Effective 7/1/2015	6492	6828	7173	7572	8010
	Effective 7/1/2016	6622	6965	7316	7723	8170
	Effective 7/1/2017	6754	7104	7462	7877	8333
Equipment Systems Engineer	Effective 7/1/2015	7773	8146	8561	9048	9574
	Effective 7/1/2016	7928	8309	8732	9229	9765
	Effective 7/1/2017	8087	8475	8907	9414	9960
Fire Prevention Sys Engr	Effective 7/1/2015	7773	8146	8561	9048	9574
	Effective 7/1/2016	7928	8309	8732	9229	9765
	Effective 7/1/2017	8087	8475	8907	9414	9960
Gardener I	Effective 7/1/2015	4406	4590	4773	4988	5220
	Effective 7/1/2016	4494	4682	4868	5088	5324
	Effective 7/1/2017	4584	4776	4965	5190	5430
Gardener II	Effective 7/1/2015	5078	5336	5604	5921	6265
	Effective 7/1/2016	5180	5443	5716	6039	6390
	Effective 7/1/2017	5284	5552	5830	6160	6518
Gardener II (PT)	Effective 7/1/2015	29.34	0	0	0	0
	Effective 7/1/2016	29.93	0	0	0	0
	Effective 7/1/2017	30.53	0	0	0	0
Gardener III	Effective 7/1/2015	5984	6256	6560	6889	7259
	Effective 7/1/2016	6104	6381	6691	7027	7404
	Effective 7/1/2017	6226	6509	6825	7168	7552
Gardener III (PT)	Effective 7/1/2015	39.77	0	0	0	0
	Effective 7/1/2016	40.57	0	0	0	0
	Effective 7/1/2017	41.38	0	0	0	0
Lead Custodian	Effective 7/1/2015	5118	5327	5528	5782	6046
	Effective 7/1/2016	5220	5434	5639	5898	6167
	Effective 7/1/2017	5324	5543	5752	6016	6290
Lead Painter	Effective 7/1/2015	8457	8809	9213	9652	10138
	Effective 7/1/2016	8626	8985	9397	9845	10341
	Effective 7/1/2017	8799	9165	9585	10042	10548

JOB TITLE		Step A	Step B	Step C	Step D	Step E
Maritime Pub Wks/Rail Sfty Spe	Effective 7/1/2015	8825	9257	9741	10306	10897
	Effective 7/1/2016	9002	9442	9936	10512	11115
	Effective 7/1/2017	9182	9631	10135	10722	11337
Painter	Effective 7/1/2015	7978	8309	8692	9106	9565
	Effective 7/1/2016	8138	8475	8866	9288	9756
	Effective 7/1/2017	8301	8645	9043	9474	9951
Plumber	Effective 7/1/2015	8442	8826	9221	9696	10189
	Effective 7/1/2016	8611	9003	9405	9890	10393
	Effective 7/1/2017	8783	9183	9593	10088	10601
Port Electrician	Effective 7/1/2015	8289	8698	9119	9611	10136
	Effective 7/1/2016	8455	8872	9301	9803	10339
	Effective 7/1/2017	8624	9049	9487	9999	10546
Port Electrician (PT)	Effective 7/1/2015	52.81	55.43	58.07	61.28	64.58
	Effective 7/1/2016	53.87	56.54	59.23	62.51	65.87
	Effective 7/1/2017	54.95	57.67	60.41	63.76	67.19
Port Equipment Driver*	Effective 7/1/2015	7061	7407	7795	8241	8717
	Effective 7/1/2016	7202	7555	7951	8406	8891
	Effective 7/1/2017	7346	7706	8110	8574	9069
Port Equipment Mechanic*	Effective 7/1/2015	7128	7488	7868	8321	8809
	Effective 7/1/2016	7271	7638	8025	8487	8985
	Effective 7/1/2017	7416	7791	8188	8657	9165
Port Equipment Service Worker*	Effective 7/1/2015	5500	5780	6065	6419	6789
	Effective 7/1/2016	5610	5896	6186	6547	6925
	Effective 7/1/2017	5722	6014	6310	6678	7064
Port Lead Repro Equip Oper	Effective 7/1/2015	6048	6354	6677	7055	7465
	Effective 7/1/2016	6169	6481	6811	7196	7614
	Effective 7/1/2017	6292	6611	6947	7340	7766
Port Maintenance Leader*	Effective 7/1/2015	7061	7407	7795	8241	8717
	Effective 7/1/2016	7202	7555	7951	8406	8891
	Effective 7/1/2017	7346	7706	8110	8574	9069

JOB TITLE		Step A	Step B	Step C	Step D	Step E
Port Repro Equip Operator	Effective 7/1/2015	4965	5212	5478	5792	6128
	Effective 7/1/2016	5064	5316	5588	5908	6251
	Effective 7/1/2017	5165	5422	5700	6026	6376
Port Senior Equipment Mechanic*	Effective 7/1/2015	7895	8291	8709	9214	9749
	Effective 7/1/2016	8053	8457	8883	9398	9944
	Effective 7/1/2017	8214	8626	9061	9586	10143
Power Equipment Operator*	Effective 7/1/2015	7458	7777	8117	8520	8950
	Effective 7/1/2016	7607	7933	8279	8690	9129
	Effective 7/1/2017	7759	8092	8445	8864	9312
Semiskilled Laborer	Effective 7/1/2015	6338	6622	6889	7223	7588
	Effective 7/1/2016	6465	6754	7027	7367	7740
	Effective 7/1/2017	6594	6889	7168	7514	7895
Senior Engineering Assistant	Effective 7/1/2015	7532	7910	8303	8781	9284
	Effective 7/1/2016	7683	8068	8469	8957	9470
	Effective 7/1/2017	7837	8229	8638	9136	9659
Sr Surveying and Mapping Tech	Effective 7/1/2015	7532	7910	8303	8781	9284
	Effective 7/1/2016	7683	8068	8469	8957	9470
	Effective 7/1/2017	7837	8229	8638	9136	9659
Youth Aide Class "BB" (PETA Program)	Effective 7/1/2015	23.91	0	0	0	0
	Effective 7/1/2016	24.39	0	0	0	0
	Effective 7/1/2017	24.88	0	0	0	0

*Additional 3% for Class A or B License

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



PORT OF OAKLAND

LETTER AGREEMENT REGARDING SUSPENDED DRIVER'S LICENSE

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

Program Criteria (this is a voluntary program)

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

Affected Classifications (Local 790 Represented)

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

APPROVED:

United Public Employees
Local 790, AFL-CIO

Port of Oakland

By: _____
Thomas Carr
Business Representative

By: CR Roberts
Charles R. Roberts
Executive Director

UNITED PUBLIC EMPLOYEES
LOCAL 790

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

October 4, 1991

PAUL VARACALLI
Executive Director
MARGARET BUTZ SHEPHERD
Deputy Executive Director
522 Grand Avenue
Oakland, CA 94610-3599
Phone: (415) 465-0120
Fax: (415) 431-6928
240 Golden Gate Avenue
San Francisco, CA 94102-3785
Phone: (415) 873-8733
Fax: (415) 367-6739

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

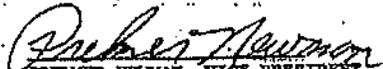
To confirm meetings between Local 790 and the Port of Oakland
regarding the Permanent Employees on Temporary Assignment (PETA)
Program; it is agreed:

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

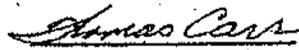
Signing of this sideletter will authorize the use and enforce-
ment of the Port of Oakland Driver's License (PETA) Program.


SALVE R. GRIMES, PRESIDENT
PORT OF OAKLAND CHAPTER-790


CHARLES ROBERTS, EXECUTIVE
DIRECTOR/PORT OF OAKLAND


PREMIER NEWMAN, VICE PRESIDENT
PORT OF OAKLAND CHAPTER-790


OPAL BELLAND, DIRECTOR OF
HUMAN RESOURCES/PORT OF OAKLAND


THOMAS CARR, BUSINESS
REPRESENTATIVE-LOCAL 790

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

A. CLASS DEFINITION

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

B. TYPICAL TASKS/DUTIES

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

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

C. KNOWLEDGE, SKILLS AND ABILITIES

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

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

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

D. PHYSICAL DEMANDS

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

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

E. WORK ENVIRONMENT

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

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

F. EDUCATION AND EXPERIENCE

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

G. OTHER CHARACTERISTICS

1. Eligible to participate in the PETA program.

JOB #:	10156
SALARY GRADE/SCALE:	6112A
STANDARD HOURS-DAY/WEEK:	7.5/Day-37.5/Week
JOB CLASS:	Exempt by Resolution
LEGAL SECTION:	00.16
FLSA:	Non-exempt
JOB CATEGORY (EEO-1):	
JOB GRADE:	Not specified
JOB TYPE:	Not specified
Classification Created: September 2, 1980 (Port Ordinance 2346)	

**ATTACHMENT 1
DECLARATION OF DOMESTIC PARTNERSHIP**



**State of California
Secretary of State**

FILE NO: _____

This Space For Filing Use Only

DECLARATION OF DOMESTIC PARTNERSHIP

Please read instructions on reverse side before completing form.

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

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

The representations are true and correct, and contain no material omissions of fact to the best of our knowledge and belief. Filing an intentionally and materially false Declaration of Domestic Partnership shall be punishable as a misdemeanor. (Family Code section 299(c).)

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

Mailing Address _____ City _____ State _____ Zip _____

NOTARIZATION IS REQUIRED

State of California _____
County of _____

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

WITNESS my hand and official seal.

Signature of Notary Public _____ [SEAL]

SECRETARY ORDER DP-1 (Rev. 8/1/2013)

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



**State of California
Secretary of State**

FILE NO: _____

(Office Use Only)

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

Instructions:

1. Complete and send to:
Secretary of State, P.O. Box 942877
Sacramento, CA 94277-0001
(916) 652-3084
2. There is no fee for filing this Notice of Termination of Domestic Partnership.
3. Both registered domestic partners must sign the same Notice of Termination of Domestic Partnership form pursuant to Family Code section 299(a)(1). The signatures can be acknowledged at different times by different notaries public as long as a separate certificate of acknowledgment is attached to the form.

We, the undersigned, do declare that:

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

Secretary of State File Number (if known): _____

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

NOTARIZATION IS REQUIRED

State of California _____
County of _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____ (PLACE NOTARY SEAL HERE)

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

NAME [_____]
ADDRESS [_____]
CITY/STATE/ZIP [_____]

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

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

Employee (taxpayer) Name: _____

Tax Year: 2012

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

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

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

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

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

Employee Signature

Date

ATTACHMENT 4
FAMILY MEDICAL LEAVE ACT (AN OVERVIEW)

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

HR - Payroll & Benefits Unit Responsibilities

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

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

FMLA/CFRA Packet

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

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

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

HR - Payroll & Benefits Unit Contacts

Stacie Chisling
HR Supervisor (Payroll & Benefits)
(415) 627-1518
schisling@portofoakland.com

Sara Evers (Buyer)
Port Assistant Management Analyst (PDA)
(415) 627-1438
severs@portofoakland.com

Pat (510) 827-1438



PORT OF OAKLAND

**FAMILY AND
MEDICAL LEAVE ACT
AND
CALIFORNIA FAMILY
RIGHT ACT**

(FMLA/CFRA)

An Overview

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

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

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

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

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

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

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

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

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

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

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

Summary of Administrative Policy (AP 413)

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

Employee Responsibilities

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

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

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

Manager/Supervisor Responsibilities

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

In general, managers and supervisors must:

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

EXHIBIT E

From: Pulliam, Tabitha <TPulliam@oaklandca.gov>
Sent: Wednesday, August 8, 2018 1:16 PM
To: Millie Cleveland
Cc: Michael Mitchell; Preece, Gregory; Aaron, Denise; Alfonso Loera
Subject: RE: Civil Service Board-Hearing Request

Hi Millie,

This email serves as confirmation of your request to amend the Hearing form to include Rule 6.05 – Appeal of Probationary Release. I will process the form, and will notify the Secretary to the Board that your request has been received. Either I or another representative of the Board will reach out to you with further information.

Thank you so much for providing the documentation.

Tabitha

From: Millie Cleveland [mailto:millie.cleveland@seiu1021.org]
Sent: Wednesday, August 08, 2018 1:05 PM
To: Pulliam, Tabitha <TPulliam@oaklandca.gov>
Cc: Michael Mitchell <mmitcheil@portoakland.com>; Preece, Gregory <GPreece@oaklandca.gov>; Aaron, Denise <DAaron@oaklandca.gov>; Alfonso Loera <alfonsoeduardo@msn.com>
Subject: RE: Civil Service Board-Hearing Request

Tabitha

The union is appealing the probationary release of Rosemary Arguello, Port Airport Operations Specialist I. The union will argue that her release violated 6.01, 6.04, and 6.05 of the Civil Service rules. Please note that I have amended the hearing request to include Rule 6.05. Please let me know if you need any additional information.

SEIU Local 1021 Union Field Representative Office (510) 350-4539 Cell (510) 710-0201

From: Pulliam, Tabitha [mailto:TPulliam@oaklandca.gov]
Sent: Thursday, August 02, 2018 10:22 AM
To: Millie Cleveland <millie.cleveland@seiu1021.org>; Millie Cleveland <millie.cleveland@seiu1021.org>
Cc: Michael Mitchell <mmitcheil@portoakland.com>; Preece, Gregory <GPreece@oaklandca.gov>; Aaron, Denise <DAaron@oaklandca.gov>
Subject: RE: Civil Service Board-Hearing Request
Importance: High

Hello Millie,

I received a Hearing Request for/from Rosemary Arguello-Martinez (attached) and you are listed as her Representative. I am reaching out to you because I need clarification on the specific reason for the hearing/appeal request. I see rules 6.04 and 6.01 are cited, so I assume this is an appeal of probationary release or a performance evaluation appeal? You

can simple respond to this email with the clear reason and cited personnel manual rule for the appeal, and I will add it to the original Request form.

Thank you and my regards,

Tabitha

Tabitha Pulliam
City of Oakland
Human Resources Management Department
150 Frank Ogawa Plaza, 2nd Floor
Oakland, CA 94612

* 510-238-6619

* TPulliam@Oaklandca.gov

7 <https://www.oaklandca.gov/>

☺ Check out our Accolades: <http://bit.ly/GB3s8f>

This communication constitutes an electronic communication within the meaning of the Electronic Communications Privacy Act, 18 USC 2510, and its disclosure is strictly limited to the recipient intended by the sender of this message. This communication may contain confidential and privileged material for the sole use of the intended recipient and receipt by anyone other than the intended recipient does not constitute a loss of the confidential or privileged nature of the communications. Any review or distribution by others is strictly prohibited. If you are not the intended recipient please contact the sender by return electronic mail and delete all copies of this communication.

EXHIBIT F



Port of Oakland Grievance Form

Table with 3 columns: Step, Immediate Supervisor, and Date. Rows include Step 1 (Immediate Supervisor, 08/03/2018), Step 2 (Department Head, 08/03/2018), Step 3 (EERO, 08/03/2018), and Step 4 (Arbitration/Civil Service).

Grievant: A Loera for Rosemary Arguello Classification: AOS I
Department: OIA Phone: 563-3361
Immediate Supervisor: Nate Estep

Nature of Grievance: The Port of Oakland in contravention of the City Charter, City Personnel Rules, and Port Personnel Rules wrongfully terminated the employment of the grievant.

Specific Section of the MOU, Personnel Rule Violated or Disciplinary Action:
Articles 7.A, 11.B.1, 11.C.1, 11.C.2; City Charter Section 714, 900; C.S.M. Introduction, 4.20, 6.01, 6.04, 6.06; Port Personnel Rules 4.20, 6.01, 6.04, 6.06

, or any other Article, Rule, Law, etc., that may apply.

Remedy: See Attachment A

Employee/Union Signature: [Signature] for Rosemary Arguello Date: 08/03/2018

Supervisor's Response:

Supervisor's Signature: Date:

By filing this grievance, the Union does not intend to waive, nor does it waive, any procedural or substantive rights or causes of action which an employee may have pursuant to any federal law, state law, or other rule or regulation.

Attachment A

Grievance on Behalf of Rosemary Arguello dated 08/03/2018

Remedy: The Port shall make the grievant whole by, but not limited to: 1) reinstating the employ of the grievant; 2) granting the grievant permanent employment in light of the fact that the grievant's last evaluation was not less than standard; 3) posting on all Port and Union Bulletin Boards an admonishment of all parties who participated in the improper termination of the grievant; 4) compensating the grievant for any and all loses including but not limited to wages, benefits, and seniority; etc.

JAHMAL T. DAVIS
PARTNER
DIRECT DIAL (415) 995-5815
DIRECT FAX (415) 995-3489
E-MAIL jdavis@hansonbridgett.com

September 12, 2018

VIA EMAIL (TPulliam@Oaklandca.gov) AND REGULAR U.S. MAIL

Civil Service Board
City of Oakland
150 Frank Ogawa Plaza, 2nd Floor
Oakland, CA 94612

**Re: Appeal of Probationary Release by Port of Oakland Probationary Employee
Rosemary Arguello
Port of Oakland Position Statement/Exhibits**

To the Honorable Members of the City of Oakland Civil Service Board:

Please consider this correspondence and attached exhibits as a position statement submitted by the Port of Oakland (the "Port") in response to the appeal filed by Ms. Rosemary Arguello concerning her July 23, 2018 Notice of Probationary Release. (A copy of the appeal is attached as Exhibit A.)

The Port terminated Ms. Arguello's employment during her probationary period based on its determination that she was not a good fit for the position of Airport Operations Specialist. (A copy of the termination letter is attached as Exhibit B.) Ms. Arguello has appealed her termination on the grounds that the Port did not comply with Port Personnel Rules and Procedures sections 6.04 and 6.05. However, as explained below, Ms. Arguello's appeal is unfounded.

Consistent with section 6.05 of the Port's rules and procedures, which provides that the Port may terminate an employee "[a]t any time during the probationary period," the Port terminated Ms. Arguello during month eight (8) of her nine (9) month probationary period. The Port did so based on its determination that she was not a good fit. Ms. Arguello's reliance on section 6.04 is misplaced. That section provides in part: "Upon favorable report, the appointment of the employee shall be deemed to be permanent at the expiration of the probationary period." (*Emphasis added.*) Although Ms. Arguello did receive a favorable interim performance review in April 2018, based on the Port's overall evaluation of her performance—which took into consideration an earlier unfavorable review—the Port decided to terminate her well before the expiration of the probationary period. Once the Port determined that Ms. Arguello was not a good fit for the job, she was ineligible to transition to permanent status pursuant to section 6.04.

Based on its determination during the probationary period that Ms. Arguello was not a good fit for the position of Airport Operations Specialist, the Port exercised its discretion and terminated her employment consistent with the Port Personnel Rules and Procedures. Thus, the Port respectfully requests that the Civil Service Board deny Ms. Arguello's appeal.

I. APPLICABLE PORT PERSONNEL RULES AND PROCEDURES

The Port's Personnel Rules and Procedures (the "Rules") governing probationary employees are set forth in Rule 6 (Probationary Period, Sections 6.01 – 6.07), a copy of which is attached as Exhibit C.

Section 6.01 (Probationary Period) states in relevant part:

Every person appointed or promoted to a permanent position in the competitive civil service [...] shall serve a period of probation while occupying such position, which shall be considered a part of the test for fitness [...] The probationary period shall be an essential part of the selection process, and shall be utilized for the most effective adjustment of a new employee and for the removal or demotion of any probationary employee whose performance does not meet the required standard of performance. (*Emphasis added.*)

Section 6.04 (Performance Rating During Probationary Period) states in relevant part:

Upon a favorable report, the appointment of the employee shall be deemed to be permanent at the expiration of the probationary period. In the event of an unfavorable report, the Executive Director or his/her designee shall notify the Port's Director of Human Resources and the employee, at least five (5) working days in advance, that he/she will be removed from the position no later than the final date of the probationary period.

Section 6.05 (Removal or Demotion of Employee During Probationary Period) states in relevant part:

At any time during the probationary period [...] an employee may be removed from her/his current position [...] (*Emphasis added.*)

(a) [...] and he/she shall be considered permanently separated from that position without right to appeal to the Civil Service Board except as set forth in section 6.06

Section 6.06 (Limited Rights of an Employee During Probationary Period) states in relevant part:

The right of an employee to appeal to the Civil Service Board because of her/his permanent separation from her/his position during his/her probationary period shall be limited to the following:

(a) Failure of the Executive Director or his/her designee to comply with section 6.04 of these Rules;

(b) Failure of the Executive Director or his/her designee to comply with section 6.05 of these Rules;

(c) Discrimination against an employee during such probationary period on the basis of race, color, religion/religious creed, marital status, national origin/ancestry, sex, gender identify, gender expression, pregnancy, sexual orientation, physical or mental disability, medical condition, genetic information, AIDS/HIV status, military or veteran status, age, citizenship or on any other status protected by federal, state or local law.

Section 6.07 (Procedure to Be Used In Appeals and Hearings Under Section 6.06) states in relevant part:

(a) [...]

iii. The appeal shall state the sub-section of section 6.06 of these rules upon which it is based and a statement of the facts upon which such appeal is based.

Under Article 7 (Hiring, Layoff and Rehiring) of the Memorandum of Understanding ("MOU") between SEIU Local 1021 and the Port of Oakland, "the probationary period of any employee filling an entry-level position shall not exceed nine (9) months in duration." (Article 7.A.1 "Length of Probationary Period," a copy of which is attached as Exhibit D.)

II. STATEMENT OF FACTS

The Port hired Ms. Arguello to the position of Airport Operations Specialist effective November 20, 2017. As a condition of her employment, she was required to serve a nine (9) month period of probation in accordance with Rule 6 (Probationary Period) and Article 7.A.1 of the MOU, both referenced above and attached as Exhibits C and D.

During the initial training portion of her probationary period, Ms. Arguello was supervised by Dion Bailey and Francisco Flores, two of the Port's Duty Managers. Consistent with Section 6.04 of the Rules, Mr. Bailey, with input from Mr. Flores, completed an interim performance review in February 2018, after three months of employment. The review rated Ms. Arguello's overall performance as "unacceptable" and noted that "improvement [was] urgently needed" in connection with four (4) of seven (7) areas evaluated. Specifically, the review highlighted Ms. Arguello's difficulties with interpersonal relationships, her learning ability, attitude, and personal fitness. A copy of this review is included in Ms. Arguello's appeal at Exhibit A.

Regarding "Relationship with People," the review stated that "[t]he ability to work well with others is essential to your success as a Port employee. You have demonstrated difficulty with following basic directions from your training Supervisors and mentors." As an example, the review described an incident during which Ms. Arguello disrupted a training session by "openly expressing [her] dislike" of the information her supervisor instructed her mentor to present. (See Exhibit A.)

With respect to "Learning Ability," the review stated that Ms. Arguello had "demonstrated difficulty with listening and following instruction [...] had been observed failing to follow

policy/procedure as presented during the training process and attempting to perform tasks outside the boundaries set by [her] training Supervisors." As examples, the report described two incidents highlighting Ms. Arguello's failure to follow her supervisor's instructions. (See Exhibit A.)

With respect to "Attitude," the February 2018 review noted that there were times Ms. Arguello was "unwilling to accept coaching to improve [her] performance" and gave examples of this conduct. (See Exhibit A.)

Regarding "Personal Fitness," the February 2018 review described an incident during which Ms. Arguello requested time off from one supervisor after having had her request denied by another. The review stated that such conduct was "unprofessional and dishonest" and that her "continued use of this tactic is particularly unsettling [...]." (See Exhibit A.)

Finally, the review reiterated that, "the probationary period is the final part of the selection process where you demonstrate that are you 'fit' for employment with the Port."

During the first three months of employment—the time period reflected in the February 2018 performance report—Ms. Arguello was in training and not assigned to a regular shift. Subsequently, the Port assigned her to the night shift, where she reported to two completely different supervisors, James Duenas and Joe Orcott. After two months, Mr. Duenas prepared a second performance review in April 2018, a copy of which is included with Ms. Arguello's appeal at Exhibit A. Although this review demonstrated improvement in some areas, the reason for this improvement was likely due to the fact that on the night shift Ms. Arguello had different supervisors, less interaction with others, and less activity at the airport gate. With decreased demands and opportunities for interpersonal conflict, her performance appeared to improve.

After the April 2018 review, Ms. Arguello moved to the swing shift. There, she again reported to a different supervisor, Nate Estep. In July 2018, Mr. Estep prepared a preliminary draft of a review of Ms. Arguello's job performance. The draft was reviewed by Mr. Estep's manager, Matt Davis, along with the Director of Human Resources. The decision was made not to deliver the July review and, instead, to terminate Ms. Arguello's probationary employment based on the fact the Ms. Arguello was not a good fit. In reaching this decision, Matt Davis considered the totality of Ms. Arguello's job performance, and concluded that she was not a good fit for the job. Matt Davis had received ongoing input from Mr. Bailey and Mr. Flores that they continued to observe the behaviors noted in the February 2018 review. Matt Davis determined that Ms. Arguello's improved performance on the night shift—where her interpersonal skills, in particular, were barely tested—was insufficient to overcome the original assessment set forth in the February 2018 performance review. He also determined that Ms. Arguello would ultimately need to be able to work effectively with each of her supervisors, and not just her supervisors on the night or swing shift.

Ms. Arguello now claims that the Port did not comply with section 6.04 of its Rules based on the fact that her overall performance rating in April 2018 was "above standard" and in July 2018 was "standard"¹. She offers no additional facts in support of her assertion regarding section 6.04, stating only—in connection with section 6.01—that "Mr. Mitchell, of Port HR, was unable to provide an example of a deficiency in [her] standard of performance." In a subsequent letter, Ms. Arguello's union representative amended the appeal to include a violation of section 6.05

but did not offer an explanation or any additional facts to support this claim. (See email exchange attached as Exhibit E.)

III. LEGAL ARGUMENT

As a preliminary matter, Ms. Arguello's appeal fails to comply with section 6.07 of the Rules. First, it does not include a "statement of the facts upon which such appeal is based." (See Rule 6.07(a)(iii).) On August 8, 2018, Ms. Cleveland, Ms. Arguello's union representative, notified the Port that she was amending the appeal to include an argument that Ms. Arguello's termination violated section 6.05. However, Ms. Cleveland's email failed to include any facts upon which this new argument was based. (See Exhibit E.)

Next, the appeal incorrectly refers to a violation of section 6.01. Section 6.05 limits an employee's right to appeal to failure to comply with sections 6.04 or 6.05². There is no right to appeal based on a violation of section 6.01. (See section 6.06.)

Ms. Arguello's claim that the Port violated section 6.04 is unfounded. Under that section, a probationary employee's status is only deemed permanent if, at the end of the probationary period, the employee has received a favorable performance report. Ms. Arguello received a favorable review in April and was terminated on July 23, 2018, one (1) month before the end of the probationary period. The probationary period lasts a full nine (9) months, and employees are evaluated for "fitness" throughout that time. (See section 6.01 the Rules and Article 7.A. of the MOU.) The Port reviews the totality of a probationary employee's performance—which in this case included both favorable and unfavorable reviews—to determine whether they are a good fit for the position. The fact that Ms. Arguello received a favorable review in April 2018 did not entitle her to remain in the position as a permanent employee, just as her receipt of an unfavorable review in February 2018 did not result in her automatic termination. As defined in section 6.01, the probationary period is an "essential part of the selection process" and intended to serve as "a part of the test for fitness."

Section 6.05 of the Rules allows the Port to terminate a probationary employee at any time during the probationary period. Consistent with section 6.05, the fact that Ms. Arguello received one favorable report during the probationary period did not preclude the Port from terminating her employment. Ms. Arguello's interpretation of section 6.04 of the Rules would require the Port to retain a probationary employee and deem them permanent upon receipt of a favorable performance review at any time during the probationary period. Such an interpretation defies logic. Conceivably, a probationary employee could excel and receive a favorable review in her first three months of employment because the skills being evaluated fall into that employee's area of strengths. That same probationary employee could display subpar performance the remainder of the probationary period where different skills sets are evaluated, and where the employee is deficient. By Plaintiff's logic, that probationary employee would have been deemed permanent immediately upon receipt of the first, interim review, without the benefit of a comprehensive evaluation of that probationary employee's overall performance. Such an interpretation of section 6.04 would undermine the intent of the probationary period, which is to use that time to evaluate the employee's overall performance, including whether they are a good fit for the job.

In July 2018, the Port evaluated Ms. Arguello's overall performance and concluded that she was not a good fit for the job. The issues raised in the February 2018 performance report were still of concern. Thus, the Port acted reasonably and within its authority in terminating Ms. Arguello effective July 23, 2018.

IV. CONCLUSION

For the reasons described above, the Port respectfully requests that the Civil Service Board deny Ms. Arguello's appeal.

Very truly yours,



Jahmal T. Davis

Enclosures

cc: Daniel S. Connolly

¹ Ms. Arguello refers to a July 2018 performance review with an overall rating of "Standard." There is no such report attached to the appeal, because this review was never finalized or given to Ms. Arguello. In the process of preparing that report, the Port came to the conclusion that Ms. Arguello was not a good fit for the position. Thus, the Port does not recognize the validity of a "Standard" July 2018 performance review.

² Section 6.05 of the Rules also provides a basis for appeal on discrimination grounds, which are not relevant to this action.

EXHIBIT A

8/2/18
4:00pm

July 27, 2018

JUL 27 2018 PM 1:50

Rosemary Arguello

[REDACTED]

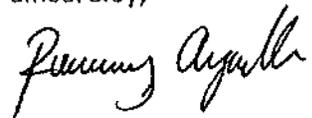
Oakland, CA 94602

Re: Appeal to Civil Service Board, City of Oakland

Mr. Lytle:

Find attached my appeal to the Civil Service Board, City of Oakland

Sincerely,



Rosemary Arguello



HEARING REQUEST FORM – CIVIL SERVICE BOARD

Request must state the specific reason for the appeal request and the section or provision of the Rules under which the appeal is being submitted.

Today's Date 07/27/2018

Appellant Information

Appellant Full Name Arguello-Martinez Rosemary J. Last First M.I.

Address Street Address Apartment/Unit # Oakland CA 94602 City State ZIP Code

Primary Phone (510) Alternate Phone ()

E-mail Address

Basis of Appeal (Please cite Civil Service Rules section.): Please see Attachment A

Date of Alleged Rules Violation 07/23/2018 City Department Port of Oakland (Dept. 46)

Representative Information

Representative Name Millie Cleveland

Address Street Address Apartment/Unit # Oakland CA 94607 City State ZIP Code

Primary Phone (510) 710-0201 Alternate Phone (510) 563-9559

E-mail Address Millie.Cleveland@seiu1021.org

Representative Type: [X] Union [] Attorney [] Other

I am available the following-third Thursdays of the month over the next three months to present the appeal:

All

Estimated Number of Hours to Present: 2

18 JUL 27 PM 2:13 RECEIVED DEPT. OF HUMAN RESOURCES MANAGEMENT

Attachment A
Civil Service Board Appeal
Rosemary Arguello

Basis of Appeal:

Section 6.04 states: Upon a favorable report, the appointment of the employee shall be deemed to be permanent at the expiration of the probationary period. In the event of an unfavorable report, the appointing authority shall notify the Personnel Director and the employee, at least five (5) working days in advance, that he/she will be removed from the position no later than the final date of the probationary period.

My "OVER-ALL RATING" in my fifth month report (April, 2018) was ABOVE STANDARD (Exceptional Performance).

My "OVER-ALL RATING" in my eighth month report (July, 2018) was STANDARD (Thoroughly Competent) with some factors marked as ABOVE STANDARD (Exceptional Performance).

Section 6.01 states: The probationary period shall be an essential part of the selection process, and shall be utilized for the most effective adjustment of a new employee and for the removal or demotion of any probationary employee whose performance does not meet the required standard of performance.

When asked, Mr. Mitchell, of Port HR, was unable to provide an example of a deficiency in my standard of performance.

Report of Performance

Rosemary Arguello

1. Skill

Ms. Arguello, your Airport Operations Specialist I (AOS I) skill level meets the standard established by the department for a new employee. Your understanding of the duties of the classification is improving. Your knowledge of the security access control system (C-Cure) and CCTV (Milestone) are improving. You answer incoming calls to the AOC in a professional manner and maintain a thorough shift log.

2. Knowledge

Ms. Arguello, your knowledge of Airport/Terminal Operations and the functions of the Airport Operations Center (AOC) meet the standard set by the department for a new employee. You have demonstrated the ability to apply the knowledge and skills obtained during your airline career. Your knowledge and understanding of the responsibilities of the AOS I position continue to grow.

3. Work Habits

Ms. Arguello, your work habits meet the standard established in performance factor 3. Your coordinator's logs are completed and submitted in a timely manner.

4. Relationship with People

Entering a new work environment can be challenging for many reasons and the adjustment period often varies from one employee to the next. The ability to work well with others is essential to your success as a Port employee. You have demonstrated difficulty with following basic directions from your training Supervisors and mentors. At times, you push back on information presented to you by the training team. For example, on January 8, 2018, you disrupted AirIT/AODB Gate Management training by openly expressing your dislike of the information I instructed your mentor to present to you. Your comments were viewed as an attempt to pressure your mentor to change the training agenda to include other AOC coordinator duties of greater interest to you. We discussed the incident during your January 16, 2018 coaching session. Your relationship with people is unacceptable and requires immediate improvement.

5. Learning Ability

Learning is a process where a specific skill or set of skills are transferred from one person to another. Your training Supervisors and mentors have been tasked with transferring their skill and knowledge of Airside Operations policies and procedures to you. A key component of the learning process is the ability to listen and follow instructions. You have demonstrated difficulty with listening and following instruction. You have been observed failing to follow policy/procedure as presented during the training process and attempting to perform tasks outside of the boundaries set by your training Supervisors. During your initial on the job training, I assigned you to the security position in the AOC. I instructed you to perform only security functions and associated dispatching. However, you were heard over the command radio dispatching the Equipment System Engineers to customer service related issues. On another occasion, you were observed coordinating with the Air Traffic Control Tower Supervisor. On both occasions, I instructed you to defer the non-security related duties that you were not

trained to perform to a fully trained coworker. You failed to follow my instructions. Your rating in this performance factor is unacceptable and requires immediate improvement.

6. Attitude

You come to work with enthusiasm and ready to perform the duties of an Airport Operations Specialist I. However, as mentioned under performance factor 4 and 5, there are times when you are unwilling to accept coaching to improve your performance. When challenged about why you failed to follow a policy, procedure or directive, you reference what "they" said. This has occurred on several occasions during AOS I training. In January, you failed to clear multiple security access control door alarms per Security Directive 602.6. When I coached you on the correct way to clear an alarm. You were unwilling to acknowledge that your decision to clear the alarm based on your CCTV observation did not comply with the directive. You are responsible for clearing every alarm in compliance with the Security Directive 602.6.

On January 26, I instructed you to attend Air IT/AODB (gate management software) training at 1:30pm. Earlier the same day, you requested permission to attend the 11:00am training session with a coworker and I denied your request. However, you attended the 11:00am training session anyway. You did not coordinate with your training mentor nor did you disclose to the trainer that your request to attend the 11:00 training had been denied. You do not meet the standard established for new employees in this performance factor. Your rating for attitude is unacceptable and requires immediate improvement.

7. Personal Fitness

You report for work on time and prepared to perform your duties. However, on February 8, I denied your request for leave for February 16 (day shift) because it was the last day of AOS I day shift training. You later requested and obtained authorization for approved leave for day shift from Airport Duty Manager Flores without disclosing that I already denied your request. You do not meet the standard in this performance factor. Your personal fitness is unacceptable and requires immediate improvement.

Summary

Your overall performance to date is unacceptable. The incidents described above in which you failed to follow instructions and directions provided by your Training Supervisors and mentors do not meet department expectations and is disappointing. Requesting time off from Airport Duty Manager Flores after being denied was unprofessional and dishonest. Your continued use of this tactic is particularly unsettling as you have been a Port employee for less than 90 days. You have proven that you are qualified for this position; however, this probationary period is the final part of the selection process where you demonstrate that you are "fit" for employment with the Port. Your continued employment with the Port is contingent upon immediate improvement in the Relationships with People, Learning Ability, Attitude, and Personal Fitness competencies.

Report of Performance Rebuttal

Rosemary Arguello

On February 22nd 2018, I was scheduled for a 6:10am meeting to be presented with my first three month evaluation. I was assuming this would be meeting that would be private and confidential, but it seemed as though my training supervisor made it a point to do the very opposite. The meeting did not start until 6:30am and it was done right in the very next room to where the entire operation is, as well as where all the staff assembles to start and finish our shifts. Immediately I felt uneasy, during my training Dion was always very aware of the shift changes times and how busy this particular room gets during these times. At first I dismissed this to be typical protocol for an evaluation meeting, but it actually became very embarrassing. Later I was made aware by Mr. Bailey; because he did this in while I was on shift that he actually took my training counterpart, Matt Santelles to his evaluation meeting at a private conference room in another building. He did this with only himself and Matt at 4:10am on a Thursday morning before he took a flight out of OAK. My meeting was with both of my training supervisors Dion Bailey, Francisco Flores also my now current supervisor James Duenas and Superintendent Darron Evans. To further add to my embarrassment, my colleagues who needed to get to their lockers were being denied entry. During this time, I was presented with the same copy that all the other supervisors in the meeting had, and was instructed to read it in front of them as this made this situation even more uncomfortable. This entire meeting felt like it was staged to be very public and humiliating. But I continued on because after all, during my first three months of employment here I was commended repeatedly for jobs well done and what a quick learner I had been. So much so, that my superintendent was fast tracking us to be released into our own shifts as soon as possible. As I read my evaluation, I found it to be very critical, very personally charged, biased and full of malicious accusations. It was an unpleasant surprise to read such accusations since Matt and I were always told by Mr. Bailey that we were both on track and on the same level throughout our training but come to find out, Matt received a completely standard evaluation.

1. Skill – Under this category Mr. Bailey states that I meet the standard and that I do understand the duties of my classification. I concur with this statement. But I immediately noticed that the first three categories were very brief. Each being meets standard with what seem very generic comments.
2. Knowledge – Under this category Mr. Bailey states that I demonstrate the ability to apply the knowledge and skills that I have obtained during my airline career. I feel that he is referencing skills and knowledge that I have gained prior to me working here, instead of acknowledging the skills and information I have learned during my training period.
3. Work Habits – Under this category Mr. Bailey states that I meet the standards established for work habits. He follows this by stating that I complete and submit the coordinator's log in a timely manner. I believe this to be a very generic explanation as to how I "meet the standards"

for this category since the coordinator's log is filled out during each shift by the two AOS I's that are on the desk. Also, during training we were only contributing small parts of the log, only when we were assigned on the job training for period of time.

4. Relationship With People – Under this category Mr. Bailey states that I have allegedly demonstrated difficulty with following basic directions from the training supervisors and my "mentors." He states that I "push back." This term that Mr. Bailey is using is very vague and it may definitely be taken out of context. In discussing this term during the meeting, we both agreed that I ask a lot of questions. He followed by saying that my questions may be worded as questions, but that they can be taken to be "push backs." I told him and everyone else in the meeting that I have always been taught to ask questions and it has never been taken to be challenges. I did notice that when we asked our other trainer, Francisco Flores questions, he was very attentive and more than willing to get us answers. This was not the same demeanor Mr. Bailey demonstrated during our training period.

He also references a conversation on a date where he was not present, stating that I expressed dislike to my "mentor" whom is actually another AOS I, Andrea Gomez. He continues by stating that I attempted to pressure her to change the training agenda when in fact, she was the one who veered away from his training agenda. This is why I mention what Mr. Bailey had instructed us to do. He wanted us to do a very superficial introduction of the gate management system before lunch and after lunch we were to go back to our desk duties. But like I mentioned, Andrea took it upon herself to change his instructions for that day. He mentions that I did this in order to include doing other AOC duties that were of greater interest to me. How is this so? I have never mentioned that I have greater interest in one aspect of my job over others. I cannot figure out how he came to this assumption. He closes this category by stating that he had a coaching session with me on January 16th, which in my notes show that I was at the desk for on the job training after he took me for a long walk from the AOC through the airport to his vehicle to hang his parking hang tag, then back through the terminal to visit his girlfriend at southwest baggage office, then back to the AOC. Most of the time he would take my training counterpart, Matt on one on one's regularly to private sit down area and I would be left on the desk or out on the field with an AOSII. His final statement to this category is that due to these examples my relationship with people is unacceptable and requires immediate improvement.

All the other categories from there on out are all below standard. There is a pattern of Mr. Bailey stating his point of view or observations and nothing more regarding the input of other ADM's whom Matt and I have trained and worked under, i.e. Nate Estep, Bob Shiner, Andrew Pabst, Will Kuna and OAS colleagues Donald Carreira which Mr. Bailey called our mentor also, Isela Rico, Hitesh Mehta, Samantha Barnes and our second trainer ADM Francisco Flores.

5. Learning Ability – Under this category Mr. Bailey states that I have demonstrated difficulties with listening and following directions. He gives me an example, again of a time where he was not present, when I dispatched a duty that belonged to the customer service side and not the security/gate management side. In his explanation, he clearly states that this was during my initial on the job training in which we were just starting to identify which calls, phone or radio

belonged to which desk. Not only that, but we were also taught to give each other visual cues when one desk was overwhelmed or busy with a call, the other would agree to take it in order to give the best customer service to our patrons and stakeholders. This, well as the other example he gave shocked me. To think that taking the initiative to assist and jump in when help is needed is then "observed" to be a negative and used to mark me below standard is extremely demoralizing and counterproductive. At this time, he did not defer any duty because he was not present to do so. The control tower example he gave, he was present, and he was watching me assist taking calls while Matt and Andrea made calls to accommodate Virgin Airline diversions from SFO. All of the information that was given to me over the phone I was passing on and distributing, as is don't in the Airport Operations Coordination Center. The only items that were off limits to us for a very long time into our trainings were medical calls and aircraft alerts. He ended with stating that my rating in this category was unacceptable and that I require immediate improvement.

6. Attitude – For this category Mr. Bailey begins by stating that I come to work with enthusiasm and ready to perform the duties of my classification. He continues by stating that I am unwilling to accept coaching to improve my performance. This statement is 100 percent untrue. He mentions that I reference "they said" on several occasions, yet this per his own instructions. He wanted us to state exactly what was told to us and forward the exact same message. Continuing on with his example, on the day that he said that I failed to clear multiple alarms he was asking me why I was clearing them. I told him that my AP11 told me that he had a visual on the door and he asked me to acknowledge. But this was not good enough for Mr. Bailey; he wanted me to demand to my AP11, who was Alfonso Loera, to go where I can actually see him on camera. Mr. Bailey references directive 602.6 Dispatch of Access Control System (ACS) Alarms where it states multiple was of resolving an alarm. The day, those alarms were effectively being dispatched in a very timely manner, what Mr. Bailey did not like was the way in which AOS II Alfonso Loera responded to them and this he expressed to us multiple times. But according to the directive, I did effectively resolve it by an in-person response of an airport or ACSO personnel. There is no verbiage on the time frame allotted to clear a door alarm. On this occasion I did have multiple alarms and they were dispatched as per the directive, what Mr. Bailey did not like was how long they were taking to get resolved and also how much time I was spending on the phone with each violator who called in to clear their door alarm. It was very apparent that the relationship between Mr. Bailey and some of the AOS II's was not positive or cohesive. I believe that I was being pitted against employees that he didn't like or had little respect for. Multiple times I was told by Mr. Bailey that I should refrain from being too social and friendly at lunch with Mr. Loera because this may be taken as a leeway to be playful with me during work. That was another one of the many odd, unprofessional statements made by Mr. Bailey during my training.

The other reference he made was for the Air IT/AODB (gate management software) training he scheduled for myself and Matt with Rolando Rogers. He scheduled myself to go at 1:30pm and Matt to go at 11am. That morning Matt and I discussed asking Mr. Bailey if it would be OK to attend together. We felt that since I have gate management experience and since I like to ask

questions, it could benefit Matt if we went together. So I asked and Mr. Bailey simply said no because Ms. Rogers did not have enough space to train both of us at once. Matt left for his training, I stayed at the desk. A couple of minutes later I picked up a call from Ms. Rogers asking me why were we scheduled separately and if I wanted to join. I told her I didn't know, so she asked me who my AP10 was. I told her it was Nate and she asked me to transfer her to him. A minute later Nate comes out and asks me if I know what she was talking about, I said I do. Then he told me to go and even gave me permission to drive a vehicle over. When I got there, Ms. Rogers asked why he scheduled us like that, I told her exactly what Mr. Bailey said to us that there wasn't enough room for all three of us. She said that that was not true, that she never said that, and to just have the joint training with her but to not mention it because she didn't want us or her to get in trouble.

During the meeting I told everyone there how all of that happened and I asked Mr. Bailey if he had spoken with Ms. Rogers about how that day actually went, he hesitantly said that he did. Yet, in the evaluation he mentioned that I did not disclose to Ms. Rogers that he had already said no to the joint training that morning. This statement is not true since Ms. Rogers instructed us to not mention it. He refers to this date as another example as to how I don't follow directions from my mentor or trainer. Yet, I was taking direction from my trainer that day, which was Ms. Rogers since he was not going to be present past 10am. And in the previous example he stated in category 4, I was speaking up about how my mentor was deviating from the directions he set in place for us. The day I listen to my trainer without asking questions, he feels that my actions were unacceptable. I feel like all Mr. Bailey has done is set up traps for me to fall into. I feel like it is his way of setting me up for failure, when all I can do is do what he asks me to do, yet it is always wrong. I feel extremely demoralized, bullied and belittled,

7. Personal Fitness -- For this category Mr. Bailey begins by stating that I report to work on time and prepared for my duties. He continues on by referencing an incident where he stated that I needed to attend the last day of training which was also my first day of being released to report to work that same evening. So I would be expected to complete training and start my bided shift eight hours later. First and foremost, when he presented me with the news that we were now being released into our shifts, he neglected to disclose all of the information pertaining to this release. I had to ask and ask and ask questions to finally come to the conclusion that the last day of training was Friday morning February 16th day shift and that my first day of work was February 17th graveyard shift. This meant that I was expected to go home after training for 8 hours then come back to my first day on the job at 11pm. This worried me because I did not want to show up at my first day on graveyard shift exhausted. Before this day, he had stated that we would have a day or two off before going into our shifts. But this only turned out to be true for Matt, not myself due to my scheduled days off. During this time, I kept asking Mr. Bailey if there was anything I can do, we can do in order to make this an easier transition for me, he kept saying no. So I took the schedule that he printed out for me and said OK. A small time later Mr. Bailey came to my desk and told me that I could take off Saturday night, Sunday night or even Monday night off. But not the last day of training. Now, I want this to be very clear, that I

have never missed a day of training since day one. Not one day during the three months full of pertinent training information, yet my training counterpart requested and was approved leave without pay for an entire week off. That day I went there feeling very discriminated against and treated unfair. The next day I asked the other training manager, Francisco Flores if it was necessary to attend the last day of training and if there was any special test or testing that I needed to be there for. He said no on more than one occasion. So I spoke with him about taking the last day of training off and he approved it without any issues. In the evaluation he refers to Mr. Flores as Airport Duty Manager, but Mr. Flores was in fact just as equally my trainer. The fact that Mr. Flores saw absolutely no issue with me taking that day off and Mr. Bailey did not want me to take that day off felt very personal. If they are both my trainers, how do they have two different opinions or schedules of training? He claims that I did not disclose the fact that he did not want me to take the last day of training off, but yet neither did he. And what reason would he have had, being that he wasn't going to be there on Friday and Mr. Flores was.

In his summary, and yes I am saying his, because this entire evaluation has been full of personal thoughts and opinions from Mr. Bailey rather than factual observations and input from all other individuals involved, he states that my overall performance is unacceptable. He states that my actions described above show that I do not meet the department's expectations. He states that requesting time off from my other trainer was dishonest and unprofessional, yet how professional and honest are my trainers that between the two of them, they were not able to sort out details of our trainings and this situation displays one of the multiple occasions this happened. I do want to say that I went with my impulse and felt that if there was nothing I would miss on the last day of training, and then it would be better to miss that than my first day of work. I did not intend any malice with my decision as well as I also had the means for taking a day off (floating holiday.)

In all, I strongly believe that this evaluation is absolutely not a reflection of me or my work ethics. I get along with every single person that I have come into contact with since being here. I also believe that creating negativity between coworkers, my "mentor" Andrea and I, is quite unprofessional and displays improper motivations on Mr. Bailey's behalf. These statements I believe have no rational connection to the kind of work I have displayed, as well as how well and quickly I was able to learn from all of my trainings and trainers despite some of the negativity I went through.

**CITY OF OAKLAND
REPORT OF PERFORMANCE FOR PROBATIONARY EMPLOYEE**

Name Rosemary Arguello Date of report 4/06/2018
 Class title Airport Operations Specialist 1 Code number [REDACTED] Agency Port Of Oakland

- FIRST
 SECOND
 THRD.
 FINAL

To the best of my judgment, the ratings checked on this report, indicate how well you have been learning and doing your work during the Probationary period. The ratings and comments on the copy you receive are the same as shown on the copies I am forwarding.

PERFORMANCE FACTORS-RATE AT LEAST 7 OR MORE FACTORS BUT ONLY THOSE RELATED TO THE JOB.

1. **SKILL** - Expertness in doing specific tasks; accuracy; precision; completeness; neatness; quantity.
2. **KNOWLEDGE** - Extent of knowledge of methods, materials, tools, equipment, technical expressions and other fundamental subjects matter.
3. **WORK HABITS** - Organization of work; care of equipment; safety considerations; promptness; industry; attendance; tardiness.
4. **RELATIONSHIPS WITH PEOPLE** - Ability to get along with others; effectiveness in dealing with the public, other employees, patients or inmates.
5. **LEARNING ABILITY** - Speed and thoroughness in learning procedures, laws, rules and other details; alertness; perseverance.
6. **ATTITUDE** - Enthusiasm for the work; willingness to conform to job requirements and to accept suggestions for work improvement; adaptability.
7. **PERSONAL FITNESS** - Integrity; sobriety; emotional stability; physical condition; appearance and habits.
8. **ABILITY AS SUPERVISOR** - Proficiency in training employees and in planning, organizing, laying out and getting out work; leadership.
9. **ADMINISTRATIVE ABILITY** - Promptness of action; soundness of decision; application of good management principles.
10. **FACTORS NOT LISTED ABOVE** -

RATINGS ARE INDICATED BY "X" MARKS				
UNACCEPTABLE Improvement is Urgently Needed	SHORT OF STANDARD Need to Improve	STANDARD Thoroughly Competent	ABOVE STANDARD Exceptional Performance	OUTSTANDING Distinctly Superior
			✓	
			✓	
		✓		
			✓	
		✓		
			✓	
		✓		
			✓	

OVER-ALL RATING - The over-all rating must be consistent with the factor rating and comments (check one).

SUPERVISOR'S COMMENTS TO EMPLOYEE - Supervisors must make written comments on all factors rated above even though the ratings are Standard. Written suggestions on to how work performance can be improved must also be made when needed. Use additional sheets if more space is needed.)

Please see attachment.

I RECOMMEND THAT YOU BE GRANTED PERMANENT STATUS. (To be checked on final report; employee must be notified if rejected.)

Signature of RATER [Signature] Title Airport Duty Manager Date 04/06/2018

In signing this report, I do not necessarily agree with the conclusion of the rater.

I wish to discuss this report with the Reviewing Officer of my Department.

Signature of EMPLOYEE [Signature] Date 04/06/18

I agree in the ratings given by the rater. I have made no change in the report.

As requested, Reviewing Officer discussed report with employee.

Signature of AGENCY REVIEWING OFFICER _____ Date _____ Signature _____ Date _____

Report of Performance for Probationary Employee

Rosemary Arguello AOS 1

April 6, 2018

1. For this reporting period (February 16 – April 6), Ms. Arguello's Skill and expertise in doing specific tasks, accuracy and precision is above standard. On February 19, while working the Graveyard Shift, Ms. Arguello was vigilant and thorough in researching a door alarm violation. Ms. Arguello demonstrated that she is very proficient and comfortable using Milestone and C-cure systems especially in one particular incident. One incident that comes to mind was when Ms. Arguello verified that a TSA agent committed a security door violation. She demonstrated that she was knowledgeable in security protocols and observed a TSA agent who did not follow the sight and sound escort procedures. Ms. Arguello researched and investigated C-cure footage to verify that the offender did not follow through with security procedures. Ms. Arguello demonstrated that she was capable of following through with security violation procedures and issued the offender a citation.

Another example where Ms. Arguello's Skills exhibited to be above the department's standard was on March 30, 2018. On this date, Ms. Arguello was working the desk and assisted worried passengers in locating their missing grandmother. In this incident, Ms. Arguello went beyond the call of duty and used all of her resources available to her. For her work regarding this incident, the Assistant Director of Aviation recognized her. Per the Assistant Director of Aviation, *"thank you for your high level of commitment to the safety and aid of our passengers and their loved ones. You demonstrated your skills in analysis and creative problem solving, as well as your technical abilities, and ability to work with our many partners and be persuasive. I can only imagine how comforting it was for the family to know you and ACSO were there for them."* The Swing Shift Supervisors advised that they have observed this skill and work ethic as well while Rosemary was working the Swing Shift prior to being released to the Graveyard Shift.

tools available to her to find information to assist in locating the whereabouts of the missing passenger. Ms. Arguello suggested that the family text a picture of the passenger to her personal cell phone. From this picture, Ms. Arguello was able to use the flight information and use the Milestone system to see if the missing person came off the aircraft. Once Ms. Arguello verified the missing person arrived to OAK, she was able to follow her whereabouts via Milestone and also use C-cure to identify who the employee was that last assisted the missing passenger to the baggage carousel and then to the curb. This enabled Ms. Arguello to locate and question this employee to determine the last sight of the passenger at the airport. This was a key component to Alameda County Sheriff's Office (ACSO) investigation, which also gave the family some comfort.

5. Ms. Arguello's learning ability is rated as standard for this reporting period. On March 18, Ms. Arguello volunteered to assist in the weekly training on the Graveyard shift. Ms. Arguello read and reviewed AC 150/5370-2G: Operational Safety on Airfield Construction Chapter 2 for the Airside staff. Since being trained on how to complete the CCTV weekly discrepancy log, Ms. Arguello has become proficient and has helped her colleagues complete the weekly task.
6. Ms. Arguello is above standard for the attitude category. She appears happy to be at work. She readily accepts instructions from her Supervisor and has a willingness to conform to job requirements. On March 23, I had instructed Ms. Arguello to pick out two random passengers from the TSA queue lines from each terminal. I instructed her to monitor and see how long it took those passengers to be vetted through security. She has performed this irregular detail several mornings upon my request without any hesitation. Since being a part of the graveyard shift, one night Ms. Arguello had coordinated to bring in a specialty dish to share with the graveyard shift. This small gesture really got the team ready for the night and made everyone feel like a team. Just another reason why Ms. Arguello is an asset to the Graveyard shift team.

EXHIBIT B



PORT OF OAKLAND

July 23, 2018

SENT VIA REGULAR U.S. MAIL AND HAND DELIVERED

Rosemary Arguello
[REDACTED]

Re: Notice of Probationary Release

Dear Ms. Arguello:

The Port of Oakland ("Port") hired you into the position of Airport Operations Specialist I effective November 20, 2017. As a condition of your employment, the Port required you to serve a period of probation. Such requirement is consistent with **Port Personnel Rule 6 (Probationary Period), Section 6.01**, which provides in pertinent part that:

Every person appointed or promoted to a permanent position in the competitive civil service after certification from an eligible list, shall serve a period of probation while occupying such position, which shall be considered a part of the test of fitness.... The probationary period shall be an essential part of the selection process, and shall be utilized for the most effective adjustment of a new employee and for the removal or demotion of any probationary employee whose performance does not meet the required standard of performance.

Port Personnel Rule 6, Section 6.05 (Removal or Demotion of Employee during the Probationary Period) provides in pertinent part that "at any time during the probationary period...an employee may be removed from her/his current position by the Executive Director or his/her designee..."

Accordingly, I wish to advise you that you are being released from your probationary status as an Airport Operations Specialist I effective the close of business Monday, July 23, 2018 pursuant to Port Personnel Rule, Section 6.01. We will provide you with five (5) working days of Administrative Leave with pay for the following days, July 24, 2018, July 27, 2018, July 28, 2018, July 29, 2018 and July 30, 2018 pursuant to **Section 6.04 (Performance Rating During Probationary Period)**.

Enclosed for your reference is **Section 6.06 (Limited Rights of an Employee During Probationary Period)** and **Section 6.07 (Procedure to be Used In Appeals and Hearings Under Section 6.06)**.

Sincerely,

for 
J. Christopher Lytle
Executive Director

cc: Millie Cleveland, Field Representative, Service Employees International Union, Local 1021
Michael Mitchell, Director of Human Resources
530 Water Street ■ Jack London Square ■ P.O. Box 2064 ■ Oakland, California 94604-2064
Telephone: (510) 627-1100 ■ Facsimile: (510) 627-1826 ■ Web Page: www.portoakland.com

EXHIBIT C

PERSONNEL RULES AND PROCEDURES
OF THE
PORT OF OAKLAND

Adopted: January 26, 2017 (P.O. #4404)

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Port Personnel Rules and Procedures

INTRODUCTION

Pursuant to the City of Oakland Charter ("Charter"), Article VII (Port of Oakland), Section 700 authorizes and establishes the Port Department to promote and more definitely insure the comprehensive and adequate development of the Port of Oakland ("Port") through continuity of control, management and operation; Section 701 vests exclusive control and management of the Port Department with the Board of Port Commissioners ("Board"). For purposes of these personnel rules only, the terms "Port Department" and "Port of Oakland" shall have the same meaning and shall be used interchangeably. As provided in Section 714, and subject to certain exceptions, all permanent places of employment in and under the Board shall be included within the personnel system of the City of Oakland ("City") subject to the provisions of Article IX.

Consistent with Article IX, Section 900 ("Personnel Policy") of the Charter, there is in the City of Oakland a comprehensive personnel system based on merit; and pursuant to Charter Section 706 (21), the Board of Port Commissioners employs and appoints officers, employees and agents of the Port Department and prescribes and fixes their duties, authority and compensation; therefore, consistent with such authority, the operational functions described in these Personnel Rules are hereby delegated by the City Administrator to the Executive Director of the Port of Oakland to facilitate the efficient and economical performance of those functions. Pursuant to the City Charter, the Municipal Code and the City of Oakland Personnel Manual of the Civil Service Board, the City Administrator shall be responsible for the administration of the City's comprehensive personnel system.

These Personnel Rules and Procedures (hereinafter "Rules"), as adopted by the Board of Port Commissioners, generally describe the employment relationship between the Port of Oakland, acting by and through its Board of Port Commissioners, and its classified employees. The Oakland Municipal Code, Section 2.08.050 (Port Department), describes the authority of the Board of Port Commissioners to establish personnel rules and procedures and provides in pertinent part that:

Subject to the approval of the Civil Service Board, the Board of Port Commissioners is authorized to establish personnel rules and procedures to provide for the administration of such rules for employees of the Port Department. Any such rules and procedures shall be consistent with and subordinate to: (1) the City Charter, (2) this chapter, and (3) rules adopted by the Civil Service Board (Personnel Manual) (collectively, "City Civil Service Rules"). In the event of any conflict between the Port personnel rules and procedures and the City Civil Service Rules, the City Civil [Service] Rules shall control.

These Personnel Rules and Procedures apply to all Port of Oakland employees in the competitive civil service, except where otherwise indicated in these Rules, or where an applicable Memorandum of Understanding ("MOU") specifically conflicts with a Rule, in which case the MOU provision shall govern. The competitive civil service consists of all employees who are not in positions exempted by action of the Civil Service Board or exempted pursuant to Article VII, Section 714 and/or Article IX, Section 902 of the City of Oakland Charter as it may be amended.

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These Rules were established to conform with and be complementary to the City Charter. In cases of conflict between a Rule and the City Charter, the Charter shall prevail.

No person shall be discriminated against in any aspect of employment, including but not limited to, recruitment, examination, hiring, promotion or discipline, on the basis of race, color, religion/religious creed, marital status, national origin/ancestry, sex, gender, gender identity, gender expression, pregnancy, sexual orientation, physical or mental disability, medical condition, genetic information, AIDS/HIV status, military or veteran status, age, citizenship or on any other status protected by federal, state or local law.

The Port's labor relations policies are governed by the Meyers-Milias-Brown Act (MMBA), Government Code section 3500 et seq. By Ordinance No. 1688 ("An Ordinance Establishing Rules and Regulations for the Administration of Port of Oakland Employer-Employee Relations"; "EERO"), the Port adopted rules and regulations governing Employer-Employee Relations. Under the Port's EERO, and the MMBA, the Port recognizes certain employee organizations as the exclusive representative of certain Port employees for purposes of labor relations. For represented employees, the Port meets and confers with employee labor representatives regarding wages, hours and others terms and conditions of employment and provides advance notice of certain matters as specified by the EERO. Whenever any amendments to these Rules fall within the scope of bargaining under the MMBA, EERO or other applicable laws, they shall be subject to meet and confer.

RULE 1 - DEFINITIONS

Section 1.01 – Glossary of Terms.

The words and terms described in this section, to the extent that they are used in these Rules and elsewhere in documents relating to Civil Service processes, unless the context otherwise requires, shall have the following meanings:

- (a) Absence – an absence occurs when there is an incumbent, and that individual is expected to be off the job for a period of 120 days or less.
- (b) Actual Time in Class – paid service in a class plus unpaid leaves of absence of thirty (30) consecutive days or less. Unpaid leaves of absence of greater than thirty (30) consecutive days shall not be counted as actual time in class unless required by law or memorandum of understanding. For the purpose of Section 9.02(b), disciplinary suspensions shall not be counted as actual time in class.
- (c) Allocation – the official determination of the class in which a position in the competitive civil service shall be deemed to exist and the assignment of such position to the appropriate class in the competitive civil service.
- (d) Applicant – a person who has filed an application for examination.
- (e) Appointing Authority – for positions in the Port department, any Port official or group of Port officials having authority by legislation or Charter or the Bylaws of the Board of Port Commissioners, or having lawfully delegated authority, to make appointments to or cause a removal from any position in the Port department.
- (f) Appointment – the designation of a person by the Appointing Authority to become an employee in a position, and her/his induction into employment in such position.
- (g) Board of Port Commissioners – A body composed of seven members appointed by the City Council upon nomination by the Mayor that is vested with the exclusive control and management of the Port Department (Charter, Article VII, Section 701).
- (h) Civil Service Board – A body constituted and appointed as provided in Article VI of the Charter and responsible for the general supervision of the City's personnel system (Charter, Article IX, Section 901).
- (i) Candidate – a person participating in a selection process.
- (j) Certification – the transmittal by the Port's Executive Director or his/her designee to a hiring department of names of available candidates for employment from a list of eligibles in the manner prescribed in these Rules.
- (k) Charter – the Charter of the City of Oakland.
- (l) Class or Class of Positions – a position or group of positions for which a common descriptive job title may be used, as defined by similar education, experience, knowledge, duties, qualifications and compensation schedule.

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- (m) Class Title – the designation given to a class, to each position allocated to such class and to the incumbent occupying any such position. Its meaning is set forth in the corresponding class specification.
- (n) Classification Plan – an orderly arrangement of titles and descriptions of separate and distinct classes in the competitive civil service.
- (o) Clear and Convincing Evidence – proof that is so clear, explicit and unequivocal as to leave no substantial doubt in a reasonable mind.
- (p) Compensation – the salary and wages earned by or paid to any employee in remuneration for services in any position, but does not include allowances for expenses authorized and incurred as incident to employment.
- (q) Compensation Plan – a series of schedules of salaries and wages established for the several classes of positions in the classification plan, and the method of administration; otherwise referred to as the Port of Oakland Budget and Staffing Plan.
- (r) Competitive Civil Service – all positions now existing or hereafter created under the Port Department and approved by the Civil Service Board, but not including those positions specifically exempted from the competitive civil service pursuant to Article VII, Section 714 and/or Article IX, Section 902 of the Charter or otherwise exempted by the Civil Service Board.
- (s) Competitive Examination – an examination, either assembled or unassembled, in which one (1) or more candidates are in competition, either with each other or against a standard established by the Port's Director of Human Resources as the minimum acceptable which candidates must possess in order to competently perform the duties of a position.
- (t) Conclusion of Appointment – the involuntary separation of a non-permanent and non-probationary employee for any reason authorized by these rules other than discharge, removal or layoff.
- (u) Day – a day shall be a calendar day unless otherwise specified. A working day shall be any day that the Port is regularly open for business.
- (v) Demotion – a change of an employee in the Port service from a position of one (1) class to a position of another class for which a lower schedule of pay is prescribed.
- (w) Discharge – separation from employment as a disciplinary measure or for failure to maintain requirements of minimum qualifications.
- (x) Domestic Partner – a person who has registered for a Certification of Domestic Partnership and who is in a committed relationship with a Port employee, in which two (2) cohabiting, unrelated people over the age of 18, share common responsibility for the necessities of life and have resided together for at least six (6) months prior to registering for a Certificate of Domestic Partnership.

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- (y) Eligible – a person whose name is recorded on an eligible list or reinstatement list.
- (z) Eligible List – any of the lists of names of persons who have been found qualified through suitable examination for employment in a specific class of position in the competitive civil service arranged in rank order.
- (aa) Employee – a person legally occupying a position in the Port service in accordance with applicable rules and procedures of the Port and shall include those Port positions referenced in Article VII, Sections 706 and 714 and in Article IX, Section 902(c).
- (bb) Examination – all the tests of fitness, taken together, that are applied to determine the eligibility of applicants for positions of any class in the competitive civil service.
 - i. Assembled Examination – an examination in which applicants are called together in one (1) or more designated places to compete in tests according to procedures established and controlled by the Port's Director of Human Resources.
 - ii. Unassembled Examination – an examination in which applicants are subject only to general controls as to the manner in which required material is submitted to the examining staff for review and rating, and usually not involving the calling of applicants together.
- (cc) Executive Director: a classification that is exempt from the City's Personnel System (Charter, Article VII, Section 714) and that is employed and appointed by the Board of Port Commissioners (Charter, Article VII, Section 706(21)); the Executive Director shall be the chief executive and administrative officer of the Port and shall be in charge of the Board's business and properties and shall be responsible for their efficient and economical use. Specific examples of the Executive Director's duties and responsibilities are set forth in Article IX of the Board's Bylaws.
- (dd) Final Earned Rating – the final percentage attained by a candidate in an examination -as computed in accordance with section 4.10.
- (ee) Director of Human Resources – a classification exempt from the City's Personnel System (Charter, Article IX, Section 902(c)) that directs the Port of Oakland's Human Resources functions in accordance with the mission, goals, and objectives as articulated by the Executive Director and/or Chief Financial Officer and approved by the Board of Port Commissioners; ensures Port compliance with Federal, State and local ordinances pertaining to employee/labor relations, recruitment and selection, staffing, classification and compensation, benefits administration, organizational development and the full range of human resources activities. The analogous City classification is the City's Personnel Director.
- (ff) Layoff – the separation of an employee from her/his position in a class without fault on her/his part because of lack of work or funds.

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- (gg) New Position – a position created through the authorized addition of a position not previously existing.
- (hh) Part-time Employee – a person occupying a position in the Port service under one (1) of the following conditions:
- i. Classified – employee working in a classified position on a permanent basis, working less than the normal hours of the normal work week for the Port department.
 - ii. Exempt – employee working in an exempt position on a part-time basis.
- (ii) Permanent Employee – an employee who has satisfactorily completed a probation period and whose regular appointment has been approved by the appointing authority.
- (jj) Personnel Director – a position appointed by the City Administrator and responsible for the efficient operations of the Personnel Department of the City, per Section 2.01 of the City of Oakland Personnel Manual.
- (kk) Position – an individual employment in a particular class.
- i. Limited Duration - a position created for a specific purpose or due to an urgent need of limited duration.
 - ii. Exempt - a position not included in the competitive civil service by reason of the Charter or exemption by the Civil Service Board.
 - iii. Permanent - a position in the competitive civil service, which has required or which is intended to require, the services of an incumbent without interruption for a period of more than 120 calendar days.
 - iv. Temporary - a position in the competitive civil service which has required, or is intended to require, the services of an incumbent for a period not to exceed 120 calendar days, except as otherwise provided in these Rules.
- (ll) Promotion – the change of an employee in the competitive civil service from a position of one (1) class to a position of another class, for which a higher maximum base rate of pay is provided in the compensation plan and which involves increased or more complex duties.
- (mm) Promotional List – a list of names of persons arranged in order of ratings/scores, as provided by these Rules, who have been found qualified for promotion to a higher position or positions.
- (nn) Reassignment – The voluntary or involuntary assignment of any employee from one position to another position in the same or similar class under the jurisdiction of a single appointing authority.

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- (oo) Reassignment to Accommodate a Disability – reasonable accommodation of an employee with a disability through assignment to a vacant, funded position pursuant to section 5.10 of these Rules.
- (pp) Reclassification – the reassignment or change in allocation of an individual position on the basis of significant changes in the kind or difficulty of duties and responsibilities of such position.
- (qq) Redesignation – the designation of the incumbent in a position without affecting her/his status in the position in the event of a title change.
- (rr) Re-employment – the re-employment of a permanent employee who has resigned in good standing to a position in the same or similar class from which he/she resigned, within an allowable time period as provided by section 5.11 of these Rules.
- (ss) Reinstatement – the process of returning a person to her/his class from a reinstatement list after that person was laid off from her/his class.
- (tt) Reinstatement List – an eligible list of names of persons, arranged in the order as provided by Rule 9, who have been laid off from a position in the competitive civil service, and who are entitled to have their names certified to appointing authorities under the provisions of Rule 9.
- (uu) Release – separation due to failure to complete probation.
- (vv) Resignation – the voluntary separation of an employee from employment.
- (ww) Restricted Examination – an examination limited to specific full-time or part-time Port employees who meet the minimum qualifications of the class to be examined.
- (xx) Selection Process – the process of evaluating applicants for the competitive civil service. The selection process includes recruitment, application, screening, examination, certification, interview, appointment and the probationary process.
- (yy) Separation – the cessation of a person’s employment from Port service, including but not limited to resignation, medical separation, retirement, conclusion of appointment, release, and discharge.
- (zz) Series – a subdivision of a group in the classification plan, being a collection of classes in one occupational group having similar duties but usually at different pay schedules.
- (aaa) Shall and May – “shall” is mandatory and “may” is permissive.
- (bbb) Suspension – the temporary separation of an employee from her/his position with loss of pay and as a disciplinary measure.
- (ccc) Temporary Vacancy – a vacancy where there is an incumbent, but that individual is expected to be off for more than 120 days.
- (ddd) Test – one part of an examination.

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- (eee) Transfer – the transfer of a classified employee from a position under the jurisdiction of one appointing authority to a position under another appointing authority. Transfers are with the consent of the employee and the approval of the Port's Director of Human Resources and the consent of the appointing authorities concerned, provided the positions are in the same or similar class.
- (fff) Weight – the numerical value given to each part of an examination designating the relative worth and used in computing a final score or rating.
- (ggg) Y-rated Salary – when an employee is reallocated to a classification with a lower base rate of pay, the salary of an employee is fixed at the rate the employee was earning at the time of the reallocation until the salary rate for the position to which the employee is reallocated reaches or exceeds the level of salary that the employee is receiving.

RULE 2 - ORGANIZATION, RULES AND PROCEDURES

Section 2.01 – Duties of the Port’s Executive Director. The Port’s Executive Director shall be responsible for the management of Port personnel in accordance with Charter sections 706(21) and 901, Oakland Municipal Code Section 2.08.050, these rules and applicable Port Ordinances, the Bylaws of the Board of Port Commissioners, Resolutions and Administrative policies. The Port’s Executive Director shall have the following duties and, at his/her discretion, may delegate them to the Port’s Director of Human Resources:

- (a) Direct the efficient operation of Port personnel;
- (b) Prepare and maintain the Port Personnel Rules and Procedures, with proposed modifications thereto subject to the approval of the Civil Service Board;
- (c) Prepare, maintain and, subject to Civil Service Board approval, amend the position classification plan, including detailed classification descriptions;
- (d) Administer the selection process for positions at the Port of Oakland and maintain eligible lists of qualified candidates;
- (e) Perform other duties as the Board of Port Commissioners may assign.

Section 2.02 – Duties of the Civil Service Board. The functions and duties of the Civil Service Board are as follows:

- (a) Enforce, through general supervision of the personnel system, the provisions of these rules;
- (b) Review and approve amendments to the Personnel Rules and Procedures of the Port proposed by the City Administrator, Executive Director or the Board of Port Commissioners, except those that are administrative in nature, subject to and in accordance with OMC 2.08;
- (c) Study, investigate and research into such areas and matters as the City Administrator, or the Council through the City Administrator, the Board of Port Commissioners, or the Executive Director through the Board of Port Commissioners, may request, or as it may deem advisable;
- (d) Make reports and recommendations in writing thereon and formulate policy recommendations or recommended changes to the Personnel Rules and Procedures of the Port for the better realization of the objectives of the personnel system as set forth in the Charter,
- (e) Approve exemption of positions from the competitive civil service;
- (f) Perform the appellate duties and functions set forth in these Rules;
- (g) The Civil Service Board, or its designated representative, may, upon its own initiative, make such inquiries and investigations as it may deem to be warranted regarding the administration and effect of the provisions of the City Charter as related to matters of personnel management, and of the rules adopted in

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accordance therewith, and make such recommendations therewith, and make such recommendations to the appropriate authorities as in its judgment may be warranted; and

- (h) Perform such other duties and functions as the City Administrator or Executive Director may from time to time request.

Section 2.03 – Civil Service Board Procedures. The Civil Service Board shall, in consultation with the City Administrator and with the approval of the Council, establish procedures for the conduct of its meetings and hearings. Assuming at least a quorum of the Board is present, a majority vote of those members present is required for the adoption of any procedural or appellate motion. A quorum shall consist of four (4) members of the Board. The Civil Service Board shall make its reports, findings and recommendations in writing unless otherwise requested. All reports, findings and recommendations shall be submitted to the City Administrator. The City Administrator shall forward such reports, findings and recommendations to the Council, the Executive Director, or the Board of Port Commissioners, as appropriate.

Section 2.04 – General Appeal Procedure. Except as provided elsewhere in these Rules, appeals shall be filed with the Secretary to the Civil Service Board. The appeal shall be scheduled for the next regularly scheduled meeting of the Civil Service Board and may be continued by the Civil Service Board. At the meeting, the appointing authority, employee and/or affected union shall have an opportunity to present their positions, either orally or in writing. The Port's Executive Director or his/her designee shall also have an opportunity to be heard by the Civil Service Board who shall issue a final decision regarding the dispute.

Section 2.05 – Staffing for Civil Service Board. The City Administrator shall provide the Civil Service Board with assistance from City employees under her/his jurisdiction.

Section 2.06 – Port Department. The Board of Port Commissioners is hereby authorized to establish personnel rules and procedures, subject to approval by the Civil Service Board, consistent with the Charter and Oakland Municipal Code Section 2.08.050 and to provide for the administration of such rules for employees of the Port Department.

RULE 3 - CLASSIFICATION OF POSITIONS

Section 3.01 – Competitive Civil Service. All positions in the Port shall be in the competitive civil service except those positions designated in Article VII, Section 714 and Article IX, Section 902 of the City Charter or otherwise exempted by the Civil Service Board. All positions in the competitive civil service shall be under the jurisdiction of the Civil Service Board. No appointment to positions within the competitive civil service shall be made except in accordance with the Port Personnel Rules and Procedures.

Section 3.02 - Definition of Classification Plan.

- (a) **Classification of Positions:** All positions in the competitive civil service shall be grouped into classes, and each class shall include those positions sufficiently similar in respect to their duties, functions, and responsibilities so that similar positions may be assigned similar titles and embraced within the same class specifications, so that similar requirements as to training, experience, knowledge, skill, and ability, and same rates of pay are applicable. The purpose of such classification is to provide uniform standards, uniform pay scales and an orderly means of regulating the status of incumbents. The classification plan fixes titles of positions to their proper classes so that all positions with the same titles may be in the same class. The classification plan shall identify job series and feeder classes, where applicable.
- (b) **Preparation and Amendment of Classification Plan:** The classification plan for the Port Department, including class specifications, shall be prepared, maintained and, subject to Civil Service Board approval, amended by the Executive Director or his/her designee.
- (c) **Purpose and Effect of Class Specifications:** Each class specification describes the main characteristics and qualification requirements of positions in the class and gives examples of specific duties which employees holding such positions may properly be required to perform. Class specifications provide a basis for determining the relationship among classes, including the series to which a classification belongs, where applicable. The class specification is descriptive and explanatory, but not restrictive. The listing of particular examples of duties does not preclude the assignment of other tasks of related kind or character or skills.
- (d) **Performance of Higher Level Duties:** When an employee is assigned to perform duties of a higher class for training purposes, the Executive Director or his/her designee must be informed and such training is subject to her/his approval as to the individual working out of classification. The basis for approval shall be that benefit accrues to both the employee and the Port as a result of this training. Such training shall not be of more than six (6) months' duration.
- (e) **Application of Specifications to Positions:** In determining the class to which a position should be allocated, the specification of each class shall be considered in its entirety and in relation to the specification of other classes in the classification

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plan; and the position shall be related to other positions of its kind in the Port service.

- (f) Statement of Minimum Qualifications: The statement of qualifications in a class specification is intended to be used in determining the admissibility of applicants to competitive examinations, and as an aid in the preparation of such examinations. The minimum qualifications may also be used in determining the relationship between positions in one class and positions in other classes. The Executive Director or his/her designee, after consultation with the appointing authority, shall determine desired combinations of training and experience as minimum qualifications for the respective classes and, subject to Civil Service Board approval, these minimum qualifications shall become part of the class specification.

Section 3.03 - Title of Positions. The class title of a position shall be used to designate such position in all budgets, payrolls, the Port's Staffing Plan, and other official records in connection with all personnel transactions. No employee shall be appointed, employed or paid under any title or position other than that to which he/she was appointed, except in cases of acting pay.

Section 3.04 - Administration and Maintenance of the Classification Plan.

- (a) Responsibilities of the Personnel Director and the Civil Service Board: The Civil Service Board shall oversee and the Personnel Director shall administer and maintain the classification plan.
- (b) Creation of New Classifications: New classifications in the competitive Civil Service shall be subject to meet and confer to the extent required by law and shall become effective upon approval by the Civil Service Board as is consistent with City Charter Section 706(21) and Oakland Municipal Code Section 2.08.050 and ratification by the Board of Port Commissioners. In recommending the establishment of a new classification, the Executive Director or his/her designee shall submit to the Civil Service Board a class title and specification for such classification. The date of the Civil Service Board's and the Board of Port Commissioners' action shall be included on new class specifications.
- (c) Amendments to Class Specifications: Amendments to existing class specifications that fall within the mandatory scope of bargaining shall be subject to meet and confer. In the event that the affected union agrees with the proposed amendments, the amended class specification shall be effective upon approval by the Executive Director or his/her designee, subject to the following: first ratification on a consent calendar at the next regularly scheduled meeting of the Civil Service Board; second, adoption on a consent calendar at the next regularly scheduled meeting of the Board of Port Commissioners.

In the event that the Port and affected union do not come to agreement on the proposed amendments, the amendments shall be calendared for approval at the next regularly scheduled meeting of the Civil Service Board. The union and the Executive Director or his/her designee shall have the opportunity to be heard by

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the Civil Service Board at such meeting before the proposed amendment is effective. It will also be subject to adoption by the Board of Port Commissioners.

The date of the Civil Service Board's and the Board of Port Commissioners' action shall be included on amended class specifications.

- (d) Classification Studies: The Executive Director or his/her designee and/or the Personnel Director may initiate and conduct classification studies of any Port positions in the competitive civil service when he/she deems such study necessary, and shall recommend a change in classification where the facts warrant such action.

An employee who contends that he/she is working outside of her/his classification or who contends that her/his position has been improperly classified may submit to the Executive Director or his/her designee a request for a classification study. The Executive Director or his/her designee shall review such request and take further action as he/she deems appropriate, subject to appeal to the Civil Service Board as provided in section 3.04(e) of these Rules.

- (e) Appeal to Civil Service Board regarding Changes in Classification: In the event the Executive Director or his/her designee has made a decision regarding a change to an employee's classification or regarding an employee's request for review of her/his classification, and the affected employee does not agree with this decision, the employee or affected union shall have an opportunity to be heard by the Civil Service Board before the Executive Director's decision becomes effective. The employee shall file an appeal with the Secretary to the Civil Service Board within fifteen (15) working days of notice of the Executive Director's decision. A letter sent to the affected employee's address of record via regular and certified mail, or hand delivered to the affected employee, shall constitute notification. At the hearing, the appointing authority, employee and/or affected union shall have an opportunity to present their positions, either orally or in writing. The Executive Director or her/his designee shall also have an opportunity to be heard by the Civil Service Board. The Civil Service Board shall issue a final and binding decision regarding the classification issue in dispute.

- (f) Quarterly Updates: For both employee and employer initiated classification studies, the Executive Director or his/her designee shall provide quarterly updates to the Civil Service Board, the Board of Port Commissioners and the affected employee. For any classification studies pending for more than one (1) year, the update shall be accompanied by an explanation for the delay. An employee may request an update on her/his employee request for classification study at any time.

Section 3.05 – Treatment of Incumbents as a Result of Reclassification of Positions. In the event of a classification study, incumbents may be upgraded, downgraded or unchanged. Should an incumbent be upgraded or downgraded, the following shall occur:

- (a) Upgrading of Position: When a position is reclassified to a class of higher grade, the incumbent may be assigned to the class of higher grade without examination providing he/she has performed the duties of the class for one year prior to the

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inception of the classification study. The Executive Director or his/her designee must attest to the fact that the employee has performed these duties for a period of one year. No classification study shall be performed if the incumbent has served less than one year in the position.

When a class study is initiated by an employee, the Executive Director or his/her designee or the Personnel Director and leads to placement in a higher grade classification, for purposes of determining seniority, the effective date of reclassification shall be the date on which the completed Position Description Questionnaire form is received by the Port's Human Resources Department.

When a class study involving multiple positions is initiated by the Executive Director or his/her designee or the Personnel Director and leads to placement in a higher grade classification for any incumbent, for purposes of determining seniority, the effective date of reclassification shall be the date on which the earliest completed Position Description Questionnaire form is received by the Port's Human Resources Department.

- (b) Downgrading of Position: When a position is reclassified to a class of lower grade, the incumbent may be assigned to the position of a lower grade at no loss in salary at the time of the downgrading. The salary shall be "Y-rated" until such time as it becomes equivalent to the salary paid the classification. The employee shall be placed on the laid-off list of her/his former class and shall have priority re-employment rights to the classification from which he/she was downgraded for a period of two (2) years from the date of the Civil Service Board's action changing the classification.
- (c) Redesignation: When a position is retitled to a class of the same grade, the incumbent shall be redesignated to the new classification without loss in status.
- (d) Notification: When a position is reclassified to a class of a lower or higher grade, the incumbent, her/his appointing authority, and the affected union (when applicable), shall be notified in writing at least two (2) calendar weeks in advance of the reallocation. A letter sent to the affected employee's address of record via regular and certified mail, or hand delivered to the affected employee, shall constitute notification.

Section 3.06 – Conditions for Accepting an Exempt Classification into the Competitive Civil Service. In the event that classifications which were previously exempted from the competitive civil service are to be included in the competitive civil service, the following procedure shall be followed:

- (a) The Executive Director or his/her designee shall review the classification to determine that its organizational structure, job design, and compensation meet the standards established for other classifications at the Port consistent with the City's Personnel System. If these standards are met, the classification shall be placed in the competitive civil service in the same manner as any new classification.
- (b) In the event a position in such a classification has an incumbent, and the incumbent meets the minimum requirements for the classification, has lawfully

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served for at least one year in the position performing the same or similar duties, and has standard or above performance ratings, the Executive Director or his/her designee shall grant the incumbent permanent status in the competitive civil service and shall notify the incumbent of such decision.

- (c) Should a position be occupied by an incumbent whose service is less than one year and/or does not possess the minimum qualifications, such employee shall be declared a provisional employee and may continue in that status for a period not to exceed 120 days from date of such declaration. The position shall then be treated as being vacant and open to competitive examination. Upon appointment of a candidate from an eligible list, the classification shall be deemed classified.

RULE 4 - APPLICATIONS, RECRUITMENT, EXAMINATIONS, SELECTION, AND ELIGIBLE LISTS

Section 4.01 – Recruitment. The Port shall utilize the broadest feasible recruitment methods for attracting Oakland residents and other qualified and diverse applicants. Recruitments may be open, promotional or may be restricted to Port employees, depending on the Port's needs. The Port will give reasonable notice to all of its employees concerning the Port's employment opportunities. Announcements of recruitments for positions shall be posted on the Port's website and on the City's Personnel website weekly and supplied to all department heads who shall post and/or distribute such notices.

Section 4.02 – Applicants for Selection Process. All applicants for positions in the competitive civil service will be required to participate in a competitive selection process, which shall be based on merit and fitness as ascertained by practical competitive examination and by records of achievement. The Port will make Port application forms available to all prospective applicants. In compliance with Labor Code Section 432.9(a), and unless mandated by law, such application shall not ask an applicant for employment to disclose, orally or in writing, information concerning the conviction history of the applicant until the Port has determined that the applicant meets the minimum qualifications as stated in the notice issued for the position. Once submitted to the Port, applications shall not be returned. Applicants must submit applications on or before the filing deadline stated in the job announcement. An applicant's failure to provide complete and accurate information on all application materials may be grounds for immediate disqualification in the application process, and may result in dismissal from employment.

Section 4.03 – Names of Applicants Withheld. Names of applicants shall not be made public prior to examination, except by permission of the Executive Director or his/her designee.

Section 4.04 – Background Checks. As part of the selection process, applicants shall, upon request, be required to supply references, and may be required to submit to a thorough background check by the Port. Applicants may be required to submit to testing for illegal drug use, where permitted by law.

Section 4.05 – Eligibility to Compete In Competitive Examination Process. Except as provided in section 4.06, the competitive examination process shall be open to all applicants who meet the minimum qualifications and any standards or requirements of state or federal law.

Section 4.06 – Basis for Rejection of Applications. The Executive Director or his/her designee may refuse to examine and/or certify an applicant who is found to lack any of the requirements established for the position for which application is made, for any violation of these Rules, or for the following reasons:

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- (a) Applicant is not currently employed by the Port:
 - i. The applicant's past employment record is of such a nature that would indicate unsuitability for public employment including incompetence, misconduct, or unsatisfactory service;
- (b) All applicants:
 - i. The applicant has practiced, or attempted to practice, any deception or fraud in her/his application, or in demonstrating her/his eligibility or in securing her/his appointment.
 - ii. The applicant has been convicted of an offense which excludes the applicant from eligibility for the position based on applicable law or which in the judgment of the Executive Director or his/her designee renders the applicant unsuitable for the position. The Director shall take into consideration the following:
 - (1) Whether or not the conviction is job related to the position the applicant is seeking.
 - (2) The nature of the job he/she is applying for and the seriousness of the crime committed.
 - (3) The time elapsed since conviction and the applicant's demonstrated behavior pattern during that time.
 - iii. The applicant has made a false statement or has omitted material facts on the application.
 - iv. The applicant is a current user of illegal drugs as defined by state law.

If the applicant's name is placed on the eligible list before the Executive Director or his/her designee becomes aware of any false statements made on the application, the applicant's name shall be stricken from the eligible list. If, after the applicant has been appointed to a position, such false statement is discovered, it shall be considered cause for discharge.

Section 4.07 – Announcement of Selection Process to Fill Vacancy. Notice of a selection process for employment shall be given at least ten (10) working days in advance of the last date for filing applications. The announcement of the selection process shall list the minimum education, experience, and license requirements for application, and any other information as is necessary to adequately inform prospective applicants about the selection process. The minimum rating and/or score for which eligibility for the position may be achieved will be established by the Executive Director or his/her designee, in keeping with the provisions of section 4.10 of these Rules.

Section 4.08 – Type and Scope of Competitive Examination. Examinations may be assembled or unassembled, in part or in their entirety.

All examinations shall be designed for the purpose of determining the qualifications of applicants for positions, and shall be practical and shall fairly test the fitness of the

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persons examined, and shall take into consideration elements or requirements of education, experience, knowledge and skill, aptitude, character, personality, physical fitness and any other element or requirements pertinent to the job and the specifications, as determined by the Executive Director or his/her designee.

Section 4.09 – Administration of Examinations. Each examination shall be conducted by the Executive Director or his/her designee. Due diligence shall be used to ensure fairness, prevent collusion and/or fraud in the examination process, and to comply with these Rules.

Dates for any examinations may be postponed or canceled by the Executive Director or his/her designee. The Executive Director or his/her designee may order a new recruitment and examination process in the event that the examination generates an insufficient number of eligible candidates to certify the number of candidates specified under the certification rule.

Section 4.10 – Ratings of Results of Examinations. The Executive Director or his/her designee shall use generally accepted examination methods in rating and/or scoring the results of examinations and in determining the relative standings of the candidates.

Candidates shall be required to attain a score of not less than 70% on each part of the examination. In all examinations the 70% used, representing the minimum passing score, need not be the arithmetic 70% of the total possible score, but may be an adjusted score based on a consideration of the difficulty of the test, the quality of the competition, and the needs of the competitive civil service. Any such adjusted score shall be established before the identification of the candidates' examination papers.

The final earned rating and/or score of each person competing in any examination shall be determined by the weighted average of the earned ratings and/or scores on all parts of the examination, according to the weights for each part established by the Executive Director or his/her designee; the weights of each portion of the exam shall be provided to applicants in advance of the conduct of the examination.

Section 4.11 – Oakland Residents Preference in Examinations. A City of Oakland resident who competes in an examination process for a position in the competitive civil service shall be given an additional five (5) points on her/his final examination score, provided that he/she initially scores a passing score on the examination and has been a City resident for a minimum of one (1) year as of the date of the establishment of the eligible list for that examination. The applicants must submit satisfactory written proof of residency as determined by the Executive Director or his/her designee.

Section 4.12 – Veterans' Preference in Examinations. A qualifying veteran who competes in an examination for a position in the competitive civil service shall be given an additional five (5) points on her/his final examination score, provided that he/she initially scores a passing grade on the examination. For the purposes of this Rule, a "veteran" means any person who has served full time for 181 days or more in the armed forces in time of war; or in time of peace in a campaign or expedition or service in which

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a medal has been authorized by the government of the United States, who has been discharged or released under conditions other than dishonorable, but does not include any person who served only in auxiliary or reserve components of the armed forces.

Section 4.13 – Disabled Veterans’ Preference in Examinations. “Disabled Veteran” means a veteran who was disabled as a result of such service. Proof of such disability shall be deemed conclusive if it is of record in the United States Veterans Administration. Such veterans who become eligible for certification from eligible lists by attaining the passing mark established for the examination shall be allowed additional credits amounting to 7.5 points on open examinations. Dates of military service shall be defined as those established in section 4.12 of these Rules.

Section 4.14 – Veterans’ Preference Entitlement Exhausted Upon Acquiring Permanent Appointment. The exercise of the preferences in section 4.12 and section 4.13 shall be exhausted upon one (1) permanent appointment from an eligible list and the completion of the required probationary period. The application of any other veterans’ credits on any other examination shall be automatically cancelled.

Section 4.15 – Seniority Credit for Permanent Employees. Seniority credit shall be given on the final examination score for permanent employees who compete in examinations so long as the employee’s overall rating is at least “fully effective” or equivalent in the most recent performance appraisal leading up to the date of the examination. In addition, an employee shall have maintained a record clear of any disciplinary action (excluding reprimands) for a period of one year prior to the date of examination. To receive this credit, employees must be in permanent status at the time of application and examination, on an approved leave of absence, or on a reinstatement list. Credit shall be calculated as of the date of the job announcement as follows:

- (a) An employee who has completed ten (10) or more full years of Port and/or City service and who successfully competes in an examination shall receive up to an additional five (5) points added to her/his final examination score.
- (b) An employee who has completed fewer than ten (10) years of Port and/or City service shall receive an additional number of points, less than the five (5) points cited in sub-section (a) above and prorated in accordance with her/his number of completed years of Port and/or City service, added to her/his final score.

Current Port employees who qualify for an examination shall be permitted to take such examination during working hours, if the examination is scheduled during working hours and the employee provides three (3) working days notice to her/his immediate supervisor. If the announcement of examination does not permit three (3) working days notice, the employee shall notice her/his supervisor within 24 hours of being notified of the examination.

Section 4.16 – Eligibility for Promotional Examination. At the discretion of the Executive Director or his/her designees, promotional examinations may be administered to candidates who meet the minimum qualifications or occupy appropriate classifications

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designated by the classification plan. Only employees who are eligible to receive credit pursuant to 4.15 may compete in a promotional examination.

Section 4.17 – Eligibility for Restricted Examination. The Executive Director or his/her designee may order an examination limited to specific full-time and part time Port employees who meet the minimum qualifications of the class to be examined.

Section 4.18 – Notice and Review of Results of Examinations. All persons competing in any examination shall be given notice of their final score/rating and rank, or their failure to attain a place upon the eligible list.

A candidate who is a current Port or City employee may, upon request, inspect her/his own examination papers and the grading thereof during the first 30 days after the Executive Director or his/her designee has established the eligible list.

Section 4.19 – Appeal of Examination Results. Applicants may appeal the results of an examination or any of its parts to the Civil Service Board. Such appeal may be sustained only upon a clear and convincing showing that:

- (a) A mechanical and/or electronic error or error not involving judgment or discretion was made in grading, scoring, or computing, or
- (b) An examination rating and/or score was the result of fraud or bias on the part of an examiner or rater.

Test content is not subject to appeal.

Any appeal must be filed with the Executive Director or his/her designee no later than thirty (30) days after the establishment of the eligible list resulting from the examination. The Executive Director or his/her designee's decision on the appeal may be appealed to the Civil Service Board within thirty (30) days. In the event the Executive Director or his/her designee does not act upon the appeal within thirty (30) days, the appellant shall have an additional thirty (30) days to appeal the matter directly to the Civil Service Board. The decision of the Civil Service Board shall be final. No person previously appointed shall be displaced as a result of any correction ordered by the Executive Director or his/her designee or the Civil Service Board.

Section 4.20 – The Establishment of Eligible Lists. The Executive Director or his/her designee shall provide for an eligible list, from which vacancies shall be filled, for a period of probation before employment is permanent, and for promotion on the basis of merit, experience and record.

Each eligible list shall consist of the names of all persons who have shown by examination that they possess the qualifications which entitle them to be considered for appointment or promotion to any position in the class for which such list is established. Eligible lists shall be made public after the list has been established by the Executive Director or his/her designee.

From the reports of the scoring and/or rating of the examination process, the Executive Director or his/her designee shall prepare or cause to be prepared an eligible list showing

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the names of candidates who have obtained ratings and/or scores equal to or greater than the minimum required in each stage of the examination process, whose final earned rating is 70 or more, and who have been accepted as meeting all other requirements for eligibility, arranged in order of their relative ratings or scores. The Executive Director or his/her designee may determine the total number of persons who shall constitute the list of eligibles.

Eligible lists shall become effective upon approval by the Executive Director or his/her designee. There shall be two (2) kinds of eligible lists resulting from examinations: (1) Open eligible lists, which result from open examinations and which shall expire one year from that date of approval; and (2) restricted or promotional lists, which result from closed restricted or promotional examinations and which shall expire two (2) years from that date. The Executive Director or his/her designee shall have the authority to extend the duration of an eligible list or to cancel such list prior to expiration. However, no list shall be extended for a period exceeding four (4) years from date of initial approval. When there is more than one eligible list for a particular class, the two (2) lists may be combined and the names of eligibles may be entered on the combined list at the discretion of the Executive Director or his/her designee. A name occurring on a combined list shall be removed on the date on which the original list would expire. In the event that there are insufficient names to certify to the appointing authority or no eligible list exists, the Executive Director or his/her designee may designate alternative lists, to include a transfer or eligible list for comparable classes.

Section 4.21 – Declined Offer of Appointment. An eligible who is notified that he/she is being offered an appointment is required to respond to the Executive Director or his/her designee within five (5) working days of the date of notification. The Executive Director may extend the time response period. An eligible who has failed to respond within the time limits shall be considered to have declined the offer of appointment.

After being offered an appointment, an eligible may decline appointment without losing her/his eligibility for future appointment by providing in writing reasonable grounds for declining an offer within the time periods set forth above.

Section 4.22 – Removal of Names from Eligible Lists. Names of eligibles will be removed from any eligible list for any causes as set forth in section 4.06, and may be removed for any of the following:

- (a) The eligible has been appointed through certification from any such list to fill a vacancy in any department, except as provided by section 5.06;
- (b) The eligible has declined a formal offer of appointment and has failed to respond to the Executive Director or his/her designee in accordance with section 4.21 of these Rules;
- (c) The eligible has waived a hiring interview three (3) times for a permanent position in any given class;
- (d) The eligible has failed to respond to her/his communication regarding availability for employment; or

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- (e) The eligible does not possess or has failed to maintain the qualifications required by law and the terms of the position announcement.

Section 4.23 – Restoration of Names to Eligible Lists. Names removed from any eligible lists may be restored to the list, for just cause, upon a request made in writing to the Port's Executive Director or his/her designee. The decision of the Executive Director or his/her designee may be appealed to the Civil Service Board.

RULE 5 - CERTIFICATION AND APPOINTMENT

Section 5.01 – Power of Appointment and Types of Appointments. All appointments to Port positions in the competitive civil service shall be made by the Executive Director or his/her designee under and in conformity with the provisions of the City Charter and these Rules and the Bylaws of the Board of Port Commissioners, by appointment from an eligible list, reinstatement, re-employment, transfer, reassignment, or temporary appointment (see guidelines in appendix A).

There are three (3) types of vacancies in the Port service to be filled by appointments: permanent vacancies, temporary vacancies, and absences. Permanent vacancies shall be filled by: appointment from an eligible list, reinstatement, re-employment, transfer or reassignment. Temporary appointments shall be made in accordance with section 5.06 of these Rules.

Except as specifically provided in these Rules or in applicable MOUs, temporary appointments shall be at will and shall not attain permanent status.

Section 5.02 – Procedure for Certification to Fill Vacancies in the Competitive Civil Service. Whenever a vacancy is to be filled other than by transfer, reassignment (including reassignment to accommodate a disability), demotion or re-employment, the Executive Director or his/her designee shall request the certification of names to the class of position for which the vacancy exists. Upon receipt of this request, the Director of Human Resources shall certify eligibles for the appropriate class in the following order: (1) reinstatement list; (2) promotional or restricted list; (3) open list.

In case of certification from a reinstatement list, the Executive Director or his/her designee shall certify the names in rank order on the list, in accordance with section 9.03 of these rules.

Except in the case of a reinstatement list, the Executive Director or his/her designee shall certify, whenever possible, the top four (4) ranks on the eligible list for the vacancy, with an additional two (2) ranks for each additional vacancy. The appointing authority shall interview all available and willing certified eligibles. If the appointing authority does not select for appointment any of the certified eligibles, he/she may request additional ranks as set forth above.

As provided in section 4.20, if no appropriate eligible list exists, then the Port's Director of Human Resources may certify from such other eligible lists, as he/she deems most appropriate.

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Section 5.03 – Selective Certification. The Executive Director or his/her designee shall certify the highest ranking eligibles willing to accept employment. However, the Executive Director or his/her designee may require additional and special qualifications and experience for the position. The Executive Director or his/her designee must provide a statement of valid reasons for such additional and special qualifications and experience; notice of these special qualifications shall be a term of the job announcement. The Executive Director or his/her designee shall certify the highest ranking eligibles who possess the necessary qualifications for selective certification in accordance with section 5.02 of these Rules. The decision to conduct a selective certification recruitment may be appealed to the Civil Service Board within 10 working days of the posting of the job announcement.

Section 5.04 – Limit on Certifications. No person shall be certified from an eligible list more than four (4) times for the same or a similar position, except at the request of an appointing authority, provided that certification for a temporary appointment shall not be counted as one of such certifications.

Section 5.05 – Certification to Position in Lower Class. Any person on an eligible list may, with the approval of the Executive Director or his/her designee, be certified to a class of position lower than that for which he/she was examined, provided such position is one having similar duties and responsibilities and provided further, that no eligible list exists for the lower class. Acceptance of such position shall not result in removal from the original eligible list.

Section 5.06 – Temporary Appointments.

- (a) **Provisional Appointments:** The Executive Director or his/her designee, subject to the ratification of the Civil Service Board and the Board of Port Commissioners, may make provisional appointments, in the absence of an eligible list, for any position in which a vacancy may occur. No such provisional appointment shall continue after regular appointment from an eligible list, nor, in any event, shall such appointments continue for more than 120 calendar days. Provisional appointees may not be placed in permanent employment without successfully competing in a selection process.

In cases where the Executive Director or his/her designee desires to fill a vacancy by provisional appointment, candidates must be eligible to compete in the examination for that vacancy.

- (b) **Limited Duration Appointments:** Whenever the Port requires assistance because of a special project, employees' absence due to sick or other leave or vacation relief, or a temporary increase in the workload, appointments of a limited duration may be made from an appropriate eligible list for the duration of such work. The acceptance or rejection by an eligible of this type of appointment shall not affect her/his standing on the eligible list.

The request and certification shall specifically state the date beyond which such appointment shall not extend, insofar as is known; and on such date, the

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employment of the person shall cease, unless sooner terminated. Appointments of over a year are construed as being of a permanent nature, and as such, the rules affecting permanent appointments will apply.

- (c) **Temporary Contract Service Employees:** The Executive Director or his/her designee may appoint an employee to the temporary contract service employee classification for a maximum of 960 hours per fiscal year for one of two (2) types of assignments. Employees may be assigned to a division or a project on a regular basis up to the maximum 960 hours; or, assignments may be on an occasional or short-term (less than 30 days) basis. These assignments usually require specialized skills such as performance arts, short-term project management and transcription services. This classification may not be used for ongoing or repetitive use. Temporary contract service employees may not be placed in permanent employment without successfully competing in an examination process.
- (d) **Exempt Limited Duration Employees:** The Executive Director or his/her designee may appoint an employee to the exempt limited duration employee classification to meet the Port's need to fill positions with: (1) limited funding cycles of one year or less; (2) special projects that are longer than 6 months in duration, yet still short-term; or, (3) positions where the duties and responsibilities have not been fully defined. Exempt limited duration appointments may not exceed one year.

Regular appointment employees who accept exempt limited duration appointments will continue to receive the same fringe benefits they received in their regular appointment. Exempt limited duration employees do not accrue seniority. Exempt limited duration employees may not be placed in permanent employment without successfully competing in a selection process.
- (e) **Temporary Agency Assignments:** The Executive Director or his/her designee may contract with temporary agencies to provide temporary services in the event of an emergency, a special project or under unusual circumstances when help is needed immediately and for short duration. If temporary personnel are required for more than 30 days, it is preferable to make a provisional or limited duration appointment. Temporary agency assignments may not exceed 120 days. Temporary agency employees are not Port employees and are not eligible for retirement, health or other fringe benefits.
- (f) **Grant Funded Limited Duration Appointments:** The Executive Director or his/her designee may appoint grant funded limited duration employees to meet the Port's need to fill classified positions that are funded by grants lasting up to three (3) years. Grant funded limited duration appointments shall come from an appropriate eligible list, and shall not exceed three (3) years. The acceptance or rejection by an eligible of this type of appointment shall not affect her/his standing on the eligible list.

Upon completion of a probationary period, grant funded limited duration appointments shall attain permanent status with the following exception: in the

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event of a layoff or the conclusion of the grant, a grant funded limited duration employee shall have no right of appointment to any classified position.

Section 5.07 – Reassignment of Employees. The Executive Director or his/her designee may at any time assign any employee under her/his jurisdiction from one position to another position under her/his jurisdiction in the same class. The Executive Director or his/her designee may also reassign an employee in a position in the competitive civil service to a position of a similar class under his/her jurisdiction for which the maximum base rate of pay is the same.

Section 5.08 – Transfer of Employees. The transfer of a classified Port employee from a position under the jurisdiction of the Executive Director or his/her designee to a position under the jurisdiction of another appointing authority may be made with the consent of the employee and the approval of the Personnel Director and the consent of the appointing authorities concerned, provided the positions are in the same or similar class.

Section 5.09 – Transfer List. Any permanent classified Port employee may request a transfer to another department within the Port in her/his current classification, provided the employee meets the qualifications for the position. A transfer list may be maintained and employees may, upon written application to the Executive Director or his/her designee, have their names made available to department heads for consideration of appointment to vacancies for which they would be eligible as defined by these Rules. Names of employees may also be placed on the transfer list upon request of the Executive Director or his/her designee, with notice to the employee. Vacancies may, with the consent of the Executive Director or his/her designee, be filled from the transfer list.

Section 5.10 – Reassignment to Accommodate a Disability. When an employee who has a disability is unable to perform the essential functions of her/his job, with or without reasonable accommodation, the Executive Director or his/her designee, shall, where required by law, reassign the employee to a vacant, funded position for which the employee meets the minimum qualifications, and is able to perform the essential functions of the job, with or without reasonable accommodation. Such reassignments shall have priority over any individuals on existing eligible lists.

Section 5.11 – Re-employment After Resignation. Any permanent employee who has resigned from service in good standing shall, upon her/his written request, be considered for re-employment to a position in the same or similar class in the competitive civil service, within two (2) years of the date of such separation. A longer period of time from separation date to re-employment may be approved by the Executive Director or his/her designee, for highly qualified former employees and for positions where recruitment is difficult.

Such re-employment shall be made without additional examination and must have the approval of the Executive Director or his/her designee. Re-employment as herein defined, may take precedence over eligible lists; but in no way shall it be made mandatory for the

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Executive Director or his/her designee to re-employ former employees. Appointment shall otherwise be made in the manner as for original employment as defined in other sections of these Rules.

RULE 6 - PROBATIONARY PERIOD

Section 6.01 – Probationary Period. Every person appointed or promoted to a permanent position in the competitive civil service after certification from an eligible list, shall serve a period of probation while occupying such position, which shall be considered a part of the test of fitness. Former employees who are re-employed under the provisions of these rules shall be required to serve a period of probation of six (6) months from the date of re-employment.

The probationary period shall be an essential part of the selection process, and shall be utilized for the most effective adjustment of a new employee and for the removal or demotion of any probationary employee whose performance does not meet the required standard of performance.

Section 6.02 – Duration of Probationary Period. For entrance appointments, the duration of such probationary period shall be for a period of twelve (12) consecutive months of active service. The probationary period for persons appointed on a promotional basis shall be six (6) months.

An employee accepting a regular entrance appointment who has served on a limited duration appointment in the same class immediately prior to her/his regular appointment shall have that period of time counted as part of her/his probationary period. Rights and privileges shall accrue from the beginning date of limited duration appointment and shall be considered the original appointment date.

Section 6.03 – Interruption of Probationary Period. If an employee is laid off during the probationary period and subsequently reappointed to the same class, he/she shall be given credit for the portion of the probationary period previously completed.

If an employee is transferred during her/his probationary period from a position under the jurisdiction of the Executive Director or his/her designee to a position under the jurisdiction of another appointing authority, the second appointing authority shall grant credit for the portion of the probationary period previously completed.

Section 6.04 – Performance Rating During Probationary Period. The Executive Director or his/her designee shall file an approved report of performance at the end of the third and fifth months of employment for each employee serving a six-month probationary period. For probationary employees who have been required to serve a twelve-month probationary period, the Executive Director or his/her designee shall file with the Director of Human Resources a report of performance for each employee at the end of the third, fifth, eighth, and eleventh months of employment. This section does not preclude the filing of additional reports at any other time during the employment of any individual.

Upon a favorable report, the appointment of the employee shall be deemed to be permanent at the expiration of the probationary period. In the event of an unfavorable report, the Executive Director or his/her designee shall notify the Port's Director of

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Human Resources and the employee, at least five (5) working days in advance, that he/she will be removed from the position no later than the final date of the probationary period.

Section 6.05 – Removal or Demotion of Employee During The Probationary Period. At any time during the probationary period (entrance appointment to a classified position – one (1) year; entrance and restricted entrance appointment to a higher or equal classification – one (1) year; or a promotional appointment – six (6) months), an employee may be removed from her/his current position by the Executive Director or his/her designee provided that:

- (a) Upon removal by the Executive Director or his/her designee, such probationer's name shall be removed from the eligible list from which he/she was certified, and he/she shall be considered permanently separated from that position without right of appeal to the Civil Service Board except as set forth in section 6.06.
- (b) If the employee has served at the Port or the City in another position in the competitive civil service, the employee shall be notified in writing by the Department of Human Resources within five (5) working days of removal that he/she may be reinstated to his/her prior classification from which promotion was made. The employee has five (5) working days from date of notification to respond in writing, stating her/his wish to be so reinstated.
- (c) Reinstatement to his/her former classification will be based on the circumstances of the removal from the most recent appointment during the probationary period and the employee's work record as determined by the Executive Director or his/her designee.
- (d) If reinstatement is effected by the Executive Director or his/her designee, the employee shall be appointed to a vacant position in his/her former classification. If none is immediately available, it shall be the responsibility of the Executive Director or his/her designee to provide such a vacancy as expeditiously as possible without violating the rules of any applicable Port/Union MOU, or these Port Personnel Rules and Procedures, concerning layoffs and without the necessity of creating an additional position.

Section 6.06 – Limited Rights of an Employee During Probationary Period. The right of an employee to appeal to the Civil Service Board because of her/his permanent separation from her/his position during his/her probationary period shall be limited to the following:

- (a) Failure of the Executive Director or his/her designee to comply with section 6.04 of these Rules;
- (b) Failure of the Executive Director or his/her designee to comply with section 6.05 of these Rules;
- (c) Discrimination against an employee during such probationary period on the basis of race, color, religion/religious creed, marital status, national origin/ancestry, sex, gender, gender identity, gender expression, pregnancy, sexual orientation,

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physical or mental disability, medical condition, genetic information, AIDS/HIV status, military or veteran status, age, citizenship or on any other status protected by federal, state or local law.

Section 6.07 – Procedure to Be Used In Appeals and Hearings Under Section 6.06. Whenever an employee who has been permanently removed from her/his position during the probationary period desires to appeal under the provisions of section 6.06, the following order of procedure shall govern:

(a) Order of Procedure in Appeals:

- i. The appeal must be filed in the office of the Executive Director or his/her designee within five (5) working days from the date that notice of removal was filed upon the affected employee. A letter sent to the affected employee's address of record via regular and certified mail, or hand delivered to the affected employee, shall constitute notification.
- ii. The appeal must be submitted in writing, and if the appellant desires to waive a public hearing, such a waiver must be in writing.
- iii. The appeal shall state the sub-section of section 6.06 of these rules upon which it is based and a statement of the facts upon which such appeal is based.
- iv. Within seven (7) working days from the filing of this appeal, the Executive Director or his/her designee shall submit to the Civil Service Board in writing its response.
- v. At the first meeting of the Civil Service Board after the filing of the appeal and the Port's response, the appeal shall be received and a date for the hearing shall be set. The appeal hearing shall be held at the next meeting of the Civil Service Board, unless continued by the Civil Service Board.
- vi. Not less than five (5) working days before the date the appeal is scheduled for hearing, the Civil Service Board shall send:
 1. A written notice giving the date, time, and place of such hearing to the Executive Director or his/her designee, to the appellant or her/his attorney and/or representative, and to the Port Attorney;
 2. A copy of the appeal to the Executive Director or his/her designee and the Port Attorney; a copy of the answer of the Executive Director or his/her designee to the appellant or her/his attorney or representative.
- vii. Hearings on appeals may be open to the public. However, upon motion of a directly interested party, the Chairperson of the Civil Service Board may exclude from the hearing room any witnesses not at the time under examination; except that a party to the proceeding and/or her/his counsel, or other persons conducting her/his case cannot be excluded.

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- viii. The technical rules of evidence shall not apply. However, all testimony and exhibits offered must be relevant and bear upon the act of removal. Any testimony or exhibits that do not meet these criteria may be excluded. The Civil Service Board shall consider the objection of either side to the introduction of evidence.
 - ix. Hearings may be continued beyond the period originally scheduled or recessed until a future date agreeable to the Civil Service Board and the parties for good reason. Provided, however, that if such request is made by the appellant or her/his attorney of record and the Civil Service Board sustains the appeal, the Civil Service Board may rule that the appellant shall receive no pay for the period of time during which such continuance was granted.
 - x. Based on the evidence presented at the hearing, the Civil Service Board shall render its decision which may be:
 - a. to sustain the action of the appointing authority concerned;
 - b. to sustain the appeal and reinstate the appellant in accordance with subsection xi below.
 - xi. The words "probationary period" as defined in section 6.01 of these rules shall be construed to mean a period of probation consistent with the letter and spirit of these rules; if an appeal is sustained hereunder, the Civil Service Board may determine that there has been an interruption in the probationary period from the date of the cause giving rise to the appeal hereunder, to the date of the decision by the Civil Service Board, and the probationary period of the appellant may be extended by the length of such interruption.
- (b) Burden Of Proof: In any appeal under this section, the burden of proof shall be upon the appellant, and the evidence in support of the allegations made in such appeal must be clear and convincing.

RULE 7 - PERFORMANCE EVALUATIONS

Section 7.01 - Establishment of Performance Evaluation System. A system of performance evaluation is established to provide a fair, impartial, and objective means for rating and reporting the service and performance of each employee in the competitive civil service.

The performance evaluation plan, embodying significant factors and factor degrees for the various classes of positions, shall have reference to the quality and quantity of work done, and other characteristics which shall be considered in rating and reporting the ability, performance and efficiency of the respective employee and the value of the employee to the Port service.

The following rules and the supplemental manual of procedures and factors define the performance evaluation standards and procedures which shall be used in connection with eligibility for advancement, layoff, re-employment, promotion, demotion, dismissal from the service, or as a recommendation for reduction in pay within the salary range for the classification, and in other decisions relating to the status of employees. Such plan shall primarily be a means, whereby individual employees may regularly review their performance with their supervisors, and for ascertaining and encouraging the improvement in service by the employees, for recognizing superior performance, and in providing effective supervision of employees.

Section 7.02 – Official Copy of Employee Performance Evaluations. The system of performance evaluations, as approved by the Civil Service Board, shall be maintained in separate manual form.

The Port's Director of Human Resources shall provide the Executive Director or his/her designee with copies of the performance evaluation plan and shall prescribe the forms to be used. The performance evaluation plan in the office of the Port's Director of Human Resources shall be open for the inspection of the employees during business hours.

Section 7.03 – Participants in the Performance Evaluation Procedure. The performance evaluation for permanent employees in the competitive civil service shall be made annually by a rating supervisor and a reviewing supervisor in each organizational unit or department within the Port, as designated by the Executive Director or his/her designee.

Each rating supervisor, designated by the Executive Director or his/her designee, shall be the person who is immediately responsible for the work of the employee; that is, the first person in authority who has supervisory responsibility and who either regularly oversees, reviews and checks the work of the employee or who is most closely acquainted with her/his daily performance during the period of time for which the performance evaluation is conducted. The reviewing supervisor, designated by the department head, shall be the next higher supervisor in line of authority above the rating supervisor, who has personal knowledge of the work and performance of the employee in the unit or division to which the employee is assigned.

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Section 7.04 - Assistance by the Port's Director of Human Resources. The Port's Director of Human Resources shall be responsible for distributing employee performance evaluation forms, instructing the evaluating and reviewing supervisors regarding the performance evaluation procedure, recording final performance ratings for individual employees on the appropriate records, and obtaining widespread understanding among the employees of the objectives and characteristics of the performance evaluation procedures.

Section 7.05 - Open Records of Performance Evaluations. The performance evaluations of the respective employees in each department shall be open at all times to said employees for review of their own file and for the inspection by the Port's Director of Human Resources.

The performance evaluations of employees as maintained by the Port's Director of Human Resources respecting each department likewise shall be open to the respective employees for review of their own file and to the Executive Director and his/her designee. Any employee shall be entitled to be informed by the Port's Director of Human Resources only as to the performance evaluations recorded for herself/himself and those employees who work under her/his supervision.

RULE 8 - VACATIONS AND LEAVES OF ABSENCE

Section 8.01 - Vacation Leave, Authority For. The following rules shall govern vacations and leaves of absence, in accordance with the provision of Ordinance No. 8546 C.M.S., passed by the City Council May 16, 1972:

The Board is hereby authorized to make rules and regulations governing leaves of absence and vacations for all employees in the Classified Civil Service whose leaves of absence and vacations are not otherwise provided for by ordinance or resolution of Council. Unless otherwise provided for by ordinance or resolution of Council, those employees not in the Classified Civil Service shall be allowed the rights and privileges granted to the employees in the Classified Civil Service.

- (a) **Purpose.** The purpose of annual vacation leave is to enable each eligible employee to return to her/his duties mentally and physically refreshed. All employees in the Competitive civil service, other than those excluded in section (b), shall be entitled to earn annual vacation leave.
- (b) **Exclusions.** The provisions of this section do not apply to the following:
- i. Employees who, by Charter, are excluded from the Competitive Civil Service.
 - ii. Employees who work on a temporary, intermittent, or seasonal basis.
 - iii. Employees who work on an exempt part-time basis.
 - iv. Employees whose leaves of absence and vacations are otherwise provided for by the terms of any applicable Port/Union MOU provision, Port ordinance or Port resolution adopted by the Board of Port Commissioners.
- (c) **Specific Inclusions**
- i. **Port employees:** Persons who are employed on an exempt part-time basis and who have worked at least 1,730 hours in the preceding calendar year, and not less than 140 hours in any month during the year.
 - ii. Employees who work on a permanent part-time basis in a classified position and who have worked at least 50 percent or more of each normal work week during the preceding calendar year.

Vacation and sick leave credits should be determined on a pro-rated basis according to the time spent in part-time work, in relation to the normal work week for the class.

(d) **Times At Which Vacation Leave Shall Be Taken.**

- i. The times at which an employee shall take her/his vacation leave during the calendar year shall be determined by her/his department head, with due regard for the wishes of the employee, and with particular regard for the operational needs of the department. If circumstances are such that a department head cannot permit an employee within her/his department to take an annual vacation leave or any part of such leave within a particular calendar year, the employee shall have the right to take the deferred

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vacation during the following calendar year, in addition to her/his then current vacation.

- ii. All vacations shall be computed and taken on a calendar year basis. Employees shall be allowed to take vacation according to the following schedules, with the approval of their department head. The time of which shall be determined with due regard for the employee's wishes and particular regard for department needs. Provided, however, that no employee shall take vacation leave before such leave has been earned.
 - a. After her/his fifth calendar year of continuous service, 15 working days.
 - b. After her/his fifteenth calendar year of continuous service, 18 working days.
 - c. After her/his twentieth calendar year of continuous service, 20 working days.

(e) Rate at Which Vacation Leave Shall Accrue For Full-Time Employees.

- i. For employees during their first four (4) calendar years of service with the City or Port of Oakland, vacation leave shall accrue at the rate of ten-twelfths working days per month.
- ii. For employees who have completed four (4) calendar years of service with the City or Port of Oakland, vacation leave shall accrue at the rate of one and one quarter working days per month.
- iii. After completion of fourteen calendar years of service, leave shall accrue at the rate of one and one-half working days per month; after completion of nineteen calendar years of service, leave shall accrue at the rate of one and two-thirds working days per month.
- iv. For purposes of computing the rate of accrual of vacation leave, a break in service of less than two (2) years shall have no effect. A break in service in excess of two (2) years shall mean that the employee so re-employed shall, for purposes of computing vacation leave, be treated as a new employee.
- v. For the purpose of computing length of service in determining eligibility for vacation at the higher accrual rate, time spent on extended military leave shall be counted as time spent in the service of the City or Port.
- vi. An employee who works under the four-day work week plan shall accrue vacation leave on the same basis as he/she would accrue vacation leave under the five-day work week schedule. All vacation time used shall be charged by the actual hours taken.

- (f) Deferred Vacation. Each employee is entitled to defer up to one years' vacation accrual to the succeeding calendar year.

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- (g) Effect of Leaves of Absence Without Pay Upon Vacation. A Port employee who is granted a leave of absence without pay for a period in excess of thirty (30) consecutive days shall not earn vacation credits for the period in excess of thirty (30) consecutive days, except as otherwise required by law or the terms of any applicable Port/Union MOU.
- (h) Computation of Vacation Leave Upon Separation or Extended Military Leave.
- i. Compensation for Unused Vacation for Separated Port Employee. The Port shall pay a separated Port employee, or her/his estate, for earned vacation leave that he/she has accumulated.
 - ii. Method of Payment for Unused Vacation. Upon separation from Port service or commencement of extended military leave, an employee shall be paid in a lump sum for such unused vacation time as he/she has accrued. Payment shall be made on the following basis: For purposes of computation it shall be assumed that there are 250 working days in a year. The employee's actual annual salary divided by 250 determines the daily workday rate multiplied by the actual number of working days of vacation due the employee at separation shall be the amount paid to the employee.
 - a. For the purpose of computing the number of working days of vacation due an employee upon termination, an employee shall be allowed credit for one full day if he/she has served one-half or more of the total number of calendar days in the month in which he/she separates, plus the credit earned before that month; but no allowance shall be granted for service of less than this amount.
- (i) Supplemental Vacation Benefits.
- i. Sick leave credits may be accrued up to a maximum of one hundred and fifty days for sick leave use.
 - ii. Employees who accrue and maintain this maximum are eligible to earn supplemental vacation based on the following scale:
 - a. Employees who accrue six (6) additional days of sick leave credit over and above the maximum during a calendar year are eligible for one additional day's vacation.
 - b. Employees who accrue twelve (12) additional days of sick leave credit over and above the maximum during a calendar year are eligible for two (2) additional days of vacation.
 - iii. Determination of eligibility for supplemental vacation will be made at the end of each calendar year, and any sick leave credits above one hundred and fifty days will be reduced to zero at that time. Supplemental vacation shall be taken as a part of the employee's next scheduled vacation.
 - iv. Employees who are or become eligible for supplemental vacation on the basis of accrual of one hundred and twenty days sick leave pursuant to

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section 8.01(1) as it was on June 30, 1969, shall continue to be eligible to earn supplemental vacation at that rate for a period of three (3) years from July 1, 1969; effective July 1, 1972, an employee must have accumulated one hundred and fifty days sick leave in order to be eligible for supplemental vacation under section 8.01(1) as hereby amended.

Section 8.02 - Sick Leave - General. Each full-time Port employee, other than those whose sick leave is governed by the Charter or the terms of any applicable Port/Union MOU provision, shall be entitled to take sick leave, with full pay, in case of her/his illness or disability, or serious illness within her/his immediate family, in accordance with the provisions contained in Section 8.02 (a) through 8.02 (k) of this rule. In addition, Port employees shall be entitled to use accumulated sick leave in case of urgent personal business, in accordance with the provisions set forth in section 8.02 (1) of this rule.

- (a) Purpose of Sick Leave. It is the purpose of this rule to establish provisions, which will enable the ill employee to remain off her/his job until he/she is well enough to work, and to avoid subjecting coworkers to illnesses, which might be contagious. Sick leave, under this rule, is a privilege which the employee can exercise only in the event of her/his bona fide illness or disability, or serious illness within her/his immediate family, except that Port employees only may be allowed additional use of sick leave as outlined in section 8.02 (1) of this rule.
- (b) Rate At Which Employees Shall Earn Sick Leave.
 - i. Each employee, upon completion of three (3) months of service with the Port, shall be credited with three (3) working days of sick leave credits with pay.
 - ii. When the original sick leave credit has been granted, as provided in Section (1) above, each employee shall thereafter be credited with one working day of sick leave credit with full pay for each month of service.
 - iii. For the purpose of this rule, a month of service shall mean thirty calendar days.
- (c) Accumulation Of Sick Leave Credits. Such sick leave with pay, as provided for in Section (b) above, which is not used shall be cumulative. Sick leave credits may be accumulated, not to exceed one hundred and fifty working days. When the maximum of one hundred and fifty working days have been accumulated and a portion of it is subsequently used, it may be re-accumulated at the applicable earning rate provided in Section (b).
- (d) Disposition of Sick Leave Credits of Separated Employees.

Except as hereinafter set forth, if an employee separates or is separated for any reason whatsoever, all accumulated sick leave shall be cancelled; provided, however, that such employee who returns to work with the Port of Oakland within one year of such separation shall be again credited with the amount of accumulated sick leave he/she had at the time he/she separated. An employee who is re-appointed or reinstated in this manner shall earn sick leave at the rate of one

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working day per month, unless her/his previous service with the Port of Oakland amounted to less than three (3) months of service.

If an employee with not less than ten years total Port of Oakland employment, uninterrupted by a single period of absence in excess of one year, separates or is terminated for any reason, he/she shall be paid a lump sum on the basis of 33-1/2% of accumulated sick leave credit. For this purpose, a day's pay will be computed in the manner set forth in Section 8.01 (h) (2) of these rules.

(e) Family Illness - Immediate Family Defined.

- i. Each Port employee who is otherwise eligible to take sick leave may, in the event of serious illness in her/his family, take a maximum of five (5) working days family sick leave in any calendar year. Such family sick leave shall be charged against the employee's accumulated sick leave credits.
 - a. In extreme or unusual circumstances, the Executive Director or his/her designee, in his/her discretion and taking into consideration the operational needs of the Port, may grant additional family sick leave time against earned sick leave credits and may, under extreme or unusual circumstances, authorize family sick leave for other than members of the immediate family.
- ii. The immediate family of a Port employee shall include spouse, registered domestic partner, child, including biological, adoptive, stepchild, foster, legal ward or a child of a person standing in loco parentis, who is either under the age of 18 or an adult dependent child, parent, including biological, adoptive, stepparent, foster, a legal guardian or other person who stood in as loco parentis when the employee was a child, grandparent, grandchild, sibling or parent in law.

(f) Limitations on Sick Leave. Sick leave shall not be granted to a Port employee who is absent from duty due to an injury incurred while regularly working for an employer other than the Port of Oakland.

(g) Effect of Leaves of Absence Without Pay Upon Sick Leave. A Port employee who is granted a leave of absence without pay for a period in excess of thirty (30) consecutive days shall not earn sick leave credits for the period in excess of thirty (30) consecutive days, except as otherwise required by law or the terms of any applicable Port/Union MOU.

(h) Verification of Illness - Abuse of Sick Leave. A department head, or his/her designee, who reasonably suspects an abuse of paid sick leave, may require of any employee under her/his jurisdiction, who has been on sick leave for one or more working days, a doctor's certificate or other authoritative verification for the employee's subsequent use of paid sick leave, certifying that the illness was "bona fide." He/she also may require that the employee be examined by the City-selected occupational physician for the purpose of determining whether he/she is, in fact, fit for duty and able to return to her/his regular duties; the employee

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concerned shall be considered on an appropriate leave status until the City-selected occupational physician releases her/him for duty.

Abuses of the sick leave privilege will result in discipline up to and including discharge from employment.

- (i) Required Method of Reporting Illness. In order to receive compensation for the period in which he/she is on sick leave, the Port employee shall notify her/his immediate supervisor or a higher supervisor prior to or within one hour after the employee's regularly scheduled time for reporting to work. If the circumstances involved clearly are such as to make this impractical, the employee shall report her/his illness at the earliest possible time. Failure to do so is cause for denying sick leave with pay.
- (j) Compulsory Sick Leave. If, in the opinion of the Executive Director or his/her designee, a Port employee is unable to perform her/his work properly due to illness, he/she may direct that the employee be examined by the City-selected occupational physician. If the City-selected occupational physician finds that the Port employee is physically or mentally unfit to properly perform her/his duties, the employee may use his/her accrued sick leave and/or other appropriate leave, as allowed under applicable laws (e.g., FEHA, CFRA, ADA, FMLA, Pregnancy Disability Leave Law), these rules, and the employee's Port/Union MOU, if any.
- (k) Return to Duty from Extended Sick Leave. In all instances Port employees returning to duty after extended sick leave (ten days or more), or when due to the nature of the injury or illness, it is in the best interest of the Port service, medical clearance must be obtained from the City-selected occupational physician prior to the Port employee's return to duty. Persons on leave as described in Section (j) above will also be contacted by the City-selected occupational physician for medical clearance given their anticipated return to duty date.
- (l) Personal Leave for Port Employees. Up to (4) days of accumulated sick leave per year may be used by Port employees for urgent personal business. These four (4) days are not accumulative. However, if not used, this time will be counted as sick leave, in which case it can be carried from year to year. Using sick leave for personal business is defined as necessary transactions that might affect an employee's economic well-being, or personal welfare, and which cannot be carried out during off-duty hours. At least forty-eight (48) hours prior notice shall be given except in case of extreme emergency.

Section 8.03 – Parental Leave. The Executive Director or his/her designee may grant parental leave, with or without pay, to any employee under her/his jurisdiction as is consistent with the CFRA, the Pregnancy Disability Leave Law, these rules and the employee's Port/Union MOU, if applicable.

Section 8.04 - Injury on Duty.

- (a) Combining Benefits of Workmen's Compensation Act and Sick Leave. Subject to the California Worker's Compensation Law.

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- i. When a Port employee is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of her/his duties, he/she shall become entitled to leave of absence while so disabled, for a period not to exceed ninety (90) days, including Saturdays, Sundays, and holidays, and such leave shall not be deducted from her/his accumulated sick leave; provided, however, that such sick leave for said period of not to exceed ninety (90) days including Saturdays, Sundays, and holidays, shall not be at full pay, but shall be in such amount as, when added to her/his disability indemnity under the Worker's Compensation Act of the State of California, will result in a payment equal to her/his full salary or wage; and provided further, that such leave, if interrupted by return to duty, shall in no event exceed in the aggregate ninety (90) days, including Saturdays, Sundays, and holidays, for each injury or illness.
- ii. If the specific disability continues with or without interruption for a period in excess of ninety (90) days, including Saturdays, Sundays, and holidays, such Port employee may thereafter take as much of her/his accumulated sick leave as, when added to her/his disability indemnity payments, will result in a payment to her/him of not more than her/his full salary or wage. Her/his accumulated sick leave shall be reduced in proportion to the amount of salary or wage paid in excess of the indemnity payments and shall be computed on a working-day basis.
- iii. If a Port employee whose disability continues, with or without interruption, beyond ninety (90) days, including Saturdays, Sundays, and holidays, elects to receive thereafter only the disability indemnity payments provided for in the Labor Code, he/she must so advise the Executive Director or his/her designee within seven (7) days before the first payment of salary chargeable to her/his accumulated sick leave is made. If he/she does not so elect, he/she shall receive her/his full salary to the extent of her/his accumulated sick leave, and her/his accumulated sick leave will be reduced in proportion to the amount of salary or wages paid in excess of disability indemnity. When her/his accumulated sick leave is exhausted, he/she still is entitled to receive disability indemnity as provided in the Labor Code.

Section 8.05 - Family Death Leave. Leaves of absence with pay due to a death of a Port employee's immediate family is allowed, and such leave shall not be charged against vacation or sick leave to which an employee may be entitled, but shall be in addition thereto.

- (a) Eligibility for Family Death Leave. In order to be eligible for family death leave, a Port employee must have worked full-time for the Port of Oakland for a period of time in excess of three (3) months.

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- (b) Schedule of Allowances. In the event of a death within her/his immediate family, a Port employee may be permitted to remain absent from duty with pay for such time as hereinafter specified:
- i. If the service is within the Bay Area, three (3) working days with pay will be allowed.
 - ii. If the service is outside the Bay Area but within 300 miles of Oakland, not to exceed four working days with pay.
 - iii. If the service is more than 300 miles but less than 600 miles from Oakland, not to exceed five working days with pay.
 - iv. If the service is more than 600 miles from Oakland, not to exceed eight working days with pay.
- (c) Exceptional Cases. In special or unusual cases, the Executive Director or his/her designee, within his/her discretion and after taking into consideration the operational needs of the Port, may grant a family death leave to allow a Port employee to attend funeral or memorial services for someone other than those included within the definition of the immediate family under Section, 8.02 (e) (ii) of the Sick Leave Rule. It is the intent of this provision to cover the kind of situation in which someone other than immediate kin has raised the Port employee, or due to unusual circumstances has a very close relationship with the Port employee.
- (d) Procedure for Requesting Leave. In order to qualify for Family Death Leave, the Port employee shall obtain the approval of her/his immediate supervisor or a higher supervisor prior to going on leave of absence. If the circumstances are such- as to clearly make this impracticable, he/she shall notify her/his supervisor at the earliest possible time. Failure to do so may be cause for denying leave with pay.

Section 8.06 - Miscellaneous Leaves of Absence. Miscellaneous leaves of absence other than vacation and sick leave may be granted by the Executive Director or his/her designee within his/her discretion and after taking into consideration the operational needs of the Port, unless otherwise provided. Department heads may grant leaves of absence without pay for periods not in excess of three working days; provided, however, that no Port employee shall be granted a total of more than five working days of such leave without pay in any one calendar year.

- (a) Procedure for Granting Leaves of Absence. A Port employee may be granted a leave of absence only if:
- i. The employee makes a written request to her/his department head at least five working days prior to the effective date of the request, stating her/his specific reasons for the request.
 - ii. The Executive Director or his/her designee, within his/her discretion and after taking into consideration the operational needs of the Port, approves the request.

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- (b) Limitation Upon Leaves of Absence Without Pay. No leave of absence without pay, other than leaves to accept exempt positions in the City or Port service or classified positions in the City or Port service financed in whole or in part by Federal or tax exempt foundations, may be granted for a period in excess of one year. Leaves of absence to fill exempt positions in the Port service or classified positions in the Port service financed in whole or in part by Federal or tax exempt foundations shall be granted for the entire period during which the employee serves in such positions. A leave of absence without pay of thirty (30) consecutive days or less shall not impact seniority.

A leave of absence may be extended, upon the recommendation of the appointing authority and the approval of the Civil Service Board.

- (c) Reasons for Which Leaves of Absence without Pay May Be Granted. Leaves of absence without pay may be granted for reasons that, in the opinion of the Executive Director or his/her designee and after taking into consideration the operational needs of the Port, appear to be proper and in the best interest of the Port, such as:
- i. To permit the Port employee to receive additional education of such nature that will improve the employee's job performance and increase her/his worth to the Port.
 - ii. To permit the Port employee, because of her/his particular abilities or her/his outstanding competence, to assist another governmental jurisdiction, and which in a direct way will enhance the prestige of the Port of Oakland.
 - iii. To permit the Port employee to take care of urgent or most important personal business which cannot feasibly be accomplished by someone else.
 - iv. To permit the Port employee who is a victim of domestic violence and/or a victim of sexual assault to take off to seek medical attention, to obtain services from a domestic violence program or psychological counselling, or to participate in safety planning.
 - v. To permit the Port employee to take an exempt position in the City or Port services.
 - vi. To permit the Port employee to retain promotional and seniority rights to her/his permanent position upon accepting appointment to a classified position in the City or Port service under a program financed in whole or in part by Federal or tax exempt foundations.
- (d) Leaves of Absence With Pay. In addition to those leaves of absence with pay that are provided for elsewhere in these rules, a leave of absence with pay may be granted to a Port employee under special circumstances that, in the opinion of the Executive Director or his/her designee, and after taking into consideration the operational needs of the Port, it is in the best interests of the Port to grant such leave request. In no case shall leave with pay be granted in excess of three working days in any calendar year.

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Leave of absences with pay may be granted to a Port employee who has been selected for jury duty and from which he/she cannot be excused. Leave with pay for unexcused jury duty is not subject to the time limitation expressed above. A leave of absence with pay for jury duty may be approved by the Executive Director or his/her designee and will not be counted as regular leave with pay. A Port employee who serves on jury duty shall be paid her/his regular salary for the period of such duty but shall be required, under the provisions of the Charter, to turn over to the Port's Chief Financial Officer all fees which he/she receives as payment for such jury duty.

To be eligible for a leave of absence with pay for other than jury duty, the Port employee must have served the Port continuously for a period of not less than six months and her/his services must have been thoroughly satisfactory.

Section 8.07 - Return to Duty Following Leave. Every leave of absence shall be upon the condition that the Port employee taking the leave shall, subject to these rules, have the definite and absolute right, upon her/his return to her/his Port employment on the termination of her/his leave, to be reinstated to a position in the same class as that occupied by her/him at the time of the commencement of such leave, and he/she shall be entitled to such other privileges as are provided for in these rules. Any Port employee who fails to return to perform her/his regular duties by the date indicated in her/his leave, provided such leave has not been extended by the Executive Director or his/her designee, may be terminated.

A Port employee whose probationary period is interrupted as a result of taking a leave of absence shall, upon return, be given credit for the portion of probationary service previously completed.

Section 8.08 – Authorization to Approve Leaves. The Executive Director or his/her designee is authorized to act for the Personnel Director (as secretary to the Civil Service Board) in approving sick leaves, family death leaves, and all leaves of absence without pay.

Section 8.09 - Military Leave of Absence. A military leave of absence shall be granted to a Port employee in accordance with applicable Federal (USERRA) and State (Military and Veteran's Code) laws and applicable Port/Union MOU, if any.

RULE 9 - SENIORITY, LAYOFF, CHANGE IN STATUS, RESIGNATIONS

Section 9.01 - Layoffs. Whenever there shall be need for a layoff, the staff shall be reduced in accordance with the procedure set forth in section 9.02 of these rules. In the event of a layoff involving a common class, the controlling principle shall require, for purposes of a Port-initiated layoff, that a Port incumbent first exhaust seniority-based bumping within the Port before the incumbent can use his/her seniority to bump a less senior City employee. Likewise, for a City-initiated layoff in a common class, the City incumbent must first exhaust seniority-based bumping within the City before the incumbent can use his/her seniority to bump a less senior Port employee.

Consistent with the controlling principle articulated above, Port-initiated layoffs shall be on a City-wide basis within each common class subject to a reduction in force; provided, however, that an incumbent who was selectively certified to a position in accordance with Section 5.03 may not be displaced by another employee lacking the skills required for the selective certification to the position. Among Port employees possessing the requisite skills for selective certification the provisions of section 9.02 shall apply. The criteria applied in determining the particular Port employee(s) to be moved or laid off and the order of layoff shall be those criteria as specified in section 9.02.

Port employees who are laid off shall have their names placed on the appropriate reinstatement list ranked by seniority from highest to lowest. Port employees on the reinstatement list shall be entitled to reappointment to positions in the same classes where such positions are to be refilled during the period of their eligibility on the reinstatement list, or to similar classes for which no reinstatement list exist, regardless of which appointing authority has the vacancy to be filled.

Section 9.02 - Layoff Procedure. Whenever it becomes necessary to reduce Port staff under the provisions of section 9.01 of these rules, no permanent Port employee in the affected class shall be laid off while there are employees without status in the same class. Employees without status in such class shall be separated in the following order: (1) temporary; (2) probationary. Pursuant to City Charter section 9.02(e), "no...contract for service shall result in the loss of employment or salary by any person having permanent status in the competitive service." Any alleged violation(s) of the Charter section shall be adjudicated through the grievance process of the affected Memorandum of Understanding.

If further staff reductions are required after temporary and probationary Port employees in the affected class are separated, then the least senior permanent Port employee shall be laid off.

In conducting a layoff, the Executive Director or his/her designee shall create a seniority list of the Port employees in the affected classes, compiled on a Port-wide basis, in accordance with the method described in subsections (a) and (b) below. If the affected class has been deemed a City/Port common class, the Executive Director or his/her designee shall forward to the Personnel Director a seniority list for such class. If the Port incumbent in the position to be eliminated is more senior than another incumbent in the same class at the Port, then the least senior Port incumbent shall be moved to a position in

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the same class in another city Department, provided that he/she has more seniority than the least senior City incumbent in such other City Departments, and if so, the least senior City incumbent citywide shall be laid off. If not, the least senior Port incumbent shall be laid off.

Conversely, in the event of a City-initiated layoff in a common class, if a City incumbent in a position to be eliminated is more senior than another incumbent in the same class at the City, then the least senior City incumbent shall be moved to a position in the same class at the Port Department provided he/she has more seniority than an incumbent in the same class at the Port, and if so, the least senior Port incumbent shall be laid off. If not, the least senior City incumbent shall be laid off.

An affected Port employee shall be notified in writing by certified mail or by direct submission at least ten (10) working days prior to the date of layoff, and the notice shall contain the reason for the layoff or movement to another position. Affected departments shall be provided with copies of the notices sent to laid off Port employees.

The method for computing seniority shall be as follows:

- (a) Seniority Credit: Credit in a class shall be granted at the rate of one point for each month of service in that class starting from the date of hire. Seniority credit shall be adjusted for any unpaid leaves of absence in excess of thirty (30) consecutive days, except for those leaves that by law or memorandum of understanding do not count against seniority. Suspensions shall not be deducted from seniority for the purpose of this paragraph. Credit in a class that has been abolished, combined, divided, or otherwise altered shall be granted at the same rate when the Executive Director or his/her designee determines that such class was equal to or higher in level than the affected class of layoff. If the Executive Director or his/her designee determines that such a class was lower in level than the affected class, credit for service in such class shall be computed at the rate of one-half point per month. Service that is less than full time (i.e. permanent part time) shall receive seniority points on a pro-rata basis.
- (b) Order of Layoff When Combined Scores are Equal: As between two (2) or more Port employees having the same score for seniority, the order of layoff shall be determined by giving preference for retention in the following sequences: (1) employee with greatest actual time in the class in which the layoff is being made and in classes with the same or higher maximum salary; (2) employee with greatest total time in Port and City service; (3) employee who received the highest score on the entrance examination in the class; (4) employee whose application for the position in the subject class was first received.
- (c) Reversion to Former Class: Port employees who possess permanent status in one class and who have been appointed to a position in another class, in the event of layoff from that class, shall have the right to be reinstated to a position in their former class. This right shall extend both to personnel with tenure in a class so affected, and to individuals serving probationary periods in such class at the time of layoff.

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To implement the above process for reversion, the Port employee in the lower class with the least seniority, as calculated in subsections (a) and (b) above, shall be laid-off.

Section 9.03 – Reinstatement List. Permanent Port employees who are laid off or revert to a former class will have their names kept on a reinstatement list for three (3) years from the date of layoff. Names shall be placed on the reinstatement list ranked by seniority on a Port-wide basis for Port initiated layoffs, from highest to lowest seniority. The reinstatement list will be used by the Executive Director or his/her designee when a vacancy arises in the same or lower class. The Executive Director or his/her designee shall use this list before any other type of appointment. The name of any permanent Port employee on a reinstatement list who has remained on the list for three (3) full years shall be removed from the list and that person shall lose all civil service status. The Executive Director or his/her designee, in her/his discretion, may extend the active period of the reinstatement list.

Section 9.04 – Return of Laid-off Probationary Employees to Eligible Lists. Probationary Port employees who have been laid off will not have their names placed on a reinstatement list. Rather, they may have their names restored to the eligible list from which they secured appointment, in the order of their original general score on such list; provided, however,

- (a) If the eligible lists from which such persons received appointment have expired or been canceled, the probationary Port employee shall have no restoration rights;
- (b) All probationary Port employees who have been laid off and subsequently appointed to a new position in the same class shall complete their probationary period in that class. Probationary Port employees who are appointed to different class must serve the entire probationary period required in that class. If a probationary Port employee is appointed to a lower class in the same job series, then he/she will serve remaining portion of her/his probationary period.

Section 9.05 – Resignation. Port employees are free to resign from their employment, but are encouraged to give at least two (2) weeks notice. Once a resignation becomes effective, it is irrevocable except that the Executive Director or his/her designee may, in her/his discretion, permit a resignation to be rescinded. The Executive Director or his/her designee may, in her/his discretion, require employees separating from Port employment to undergo an exit interview.

Whenever (a) an allegation is made that the resignation is due to undue pressure or threats, or (b) in the opinion of the Director of Human Resources, resignations within the Port are excessive, the Director may investigate the causes of such resignations and report the same to the Executive Director, the Board of Port Commissioners and the Civil Service Board.

Section 9.06 - Retirement. Any person who is employed in the Port service who shall become eligible to retire, and whom shall be retired or pensioned under the provisions of

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any present or subsequent retirement laws, shall be deemed, for the purposes of these rules, to have been separated from the Port service in good standing.

Section 9.07 – Medical Separation. Subject to any applicable laws of the California Public Employees Retirement System (“CalPERS”), a Port employee who becomes unable to perform the essential assigned functions of her/his position due to a disability or other medical condition may be medically separated. Prior to medical separation, the Port will determine what accommodations, if any, will be reasonably provided to the Port employee in accordance with Port policy, applicable law and section 5.10 of these Rules, and may determine whether the employee may be eligible for disability retirement, if appropriate. Except by mutual consent, a Port employee shall not be medically separated while on any authorized leave of absence. The Port may medically separate an employee when the Port, through the interactive process as required by the federal Americans with Disabilities Act (ADA) and/or the state Fair Employment and Housing Act (FEHA), has determined that it cannot reasonably accommodate the employee and the employee is not eligible for a disability retirement under CalPERS.

Proof of the Port employee’s disability is required and is subject to verification by the Port. When the Port requests a medical opinion as verification of the Port employee’s disability, the Port shall pay the reasonable costs of the medical examination(s) requested. If the Port employee has passed her/his probationary period, a letter sent to the affected Port employee’s address of record via regular and certified mail, or hand delivered to the affected employee, shall constitute notification. Proof of service shall accompany the notice of intent. The notice shall: (a) inform the Port employee of the action intended, the reason for the action and the effective date; and (b) inform the Port employee of the right to respond and to whom to respond within ten (10) calendar days from the date of issuance of such notice of intent, in accordance with the instructions given by the Port in the written notice provided to the Port employee. After review of the Port employee’s timely response, if any, the Port shall notify the Port employee of any action to be taken. An effective date of separation shall be at least ten (10) calendar days after the date of issuance of the notice of intention to separate or timely receipt of the Port employee’s response, if any, whichever is later. Medical separation may be appealed to the Civil Service Board.

Section 9.08 – Separation Due to Absence Without Leave. Absence from duty without proper authorization in excess of five (5) continuous working days shall constitute abandonment of the position and shall be reported to the Executive Director or his/her designee and recorded as an automatic resignation. The Executive Director or his/her designee shall notify the Port employee at her/his last known address by regular and certified mail and notify her/his emergency contact on the form prescribed by the Executive Director or his/her designee.

If the Port employee contacts the City’s Personnel Director within 30 days of the mailing of such notice and establishes to the satisfaction of the City’s Personnel Director that the absence was in fact authorized or that the absence and failure to seek or obtain authorization was due to unavoidable factors entirely beyond the control of the employee, the City’s Personnel Director may order such Port employee reinstated. The City’s

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Personnel Director will notify the Port of the reinstatement and upon notification the Port shall reinstate the employee. Should the City's Personnel Director decline to reinstate the Port employee, he/she shall notify the affected Port employee in writing of the determination and the basis for his/her determination. The Port employee may appeal the matter to the Civil Service Board within 15 days of the date such letter is mailed or otherwise delivered. The decision of the Civil Service Board shall be final and not be reconsidered.

Failure to appeal as set forth above shall result in the Port employee being separated and the cancellation of all current examination and eligibility status.

Section 9.09 – Termination of Seniority. Class seniority shall be terminated for Port employees who voluntarily separate from the Port and the break in service is two years or more.

RULE 10 - DISCIPLINARY ACTIONS, APPEALS AND HEARINGS

Section 10.01- Disciplinary Action. All Port employees holding positions in the Classified Civil Service shall be subject to suspension, fine and also removal from office or employment by the Executive Director or his/her designee, for misconduct, incompetence, or failure to perform their duties under or observe the rules and regulations of the Port department; but subject to the appeal of the aggrieved party to the Civil Service Board as herein provided.

The Executive Director or his/her designee may temporarily suspend any Port employee for incompetency, neglect of duty or disobedience of orders and furnish a copy of the report to the subordinate suspended, upon her/his request therefore. The Executive Director or his/her designee shall thereupon, if demanded by the subordinate suspended, hear evidence for and against her/him, and shall thereupon affirm or revoke such suspension according as he/she or it finds the facts to warrant.

Port employees in the competitive civil service may be discharged, demoted, fined, or suspended without pay for just cause.

When a Port employee in the competitive civil service has failed or fails to perform the duties of her/his position in a satisfactory manner, or has committed any act or acts to the prejudice of the public service, or has failed to perform any act or acts it was her/his duty to perform, or whose service rendered is below satisfactory standards, or who otherwise has become subject to disciplinary or other corrective measures, the Executive Director or his/her designee shall have the power and it shall be their duty to take action, subject to the provisions of the Charter and these rules, in one of the following ways:

- (a) To reprimand the employee and record such reprimand in her/his personnel file.
- (b) To suspend the employee without pay.
- (c) To demote the employee to a lower class of position than that currently filled by her/him.

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- (d) To fine the employee.
- (e) To discharge the employee from the public service.

Section 10.02 - Procedure in Disciplinary Actions. The Executive Director or his/her designee shall notify the City's Personnel Director, in the manner and form prescribed by her/him, whenever any Port employee is suspended without pay, indicating the reasons therefore and the duration of the suspension. In case of any suspension, the Port employee shall have the right of hearing or investigation by the Executive Director or his/her designee or the Civil Service Board, in accordance with the procedures described in the Charter and these rules and/or the employee's Port/Union MOU, if applicable.

Section 10.03 - Appeal of Disciplinary Action. Permanent Port employees shall have the right to appeal from the final notice of discipline involving suspension, fine, demotion or discharge. The notice of appeal must be received by the Secretary to the Civil Service Board within ten (10) working days from the date the final notice of discipline was served upon the appellant, or the right to proceed to the next appeal level under these Rules shall be forfeited and the discipline shall become final. The appeal shall address each of the reasons for the disciplinary action enumerated in the written notice and may provide any relevant additional information.

The appeal shall be submitted to the Secretary to the Civil Service Board. The Civil Service Board shall decide whether it shall hear the appeal itself or whether the appeal shall be heard by an independent Hearing Officer. In cases in which the appellant has requested a public hearing, the Civil Service Board shall hear the appeal.

Section 10.04 - Procedures for Hearings by the Civil Service Board. In the event that the Civil Service Board decides to hear the appeal itself, the following procedures shall apply:

A hearing date will be set after the appeal is initially received by the Secretary to the Civil Service Board. The request for appeal must contain the following items: (1) Cover sheet, including appellant's name, address, and telephone number; name, title, address, telephone number of appellant's representative, if any (Representative's telephone number will suffice in the absence of appellant's number); (2) A list of available days for hearing dates; (3) An estimate of the number of hours required for case presentation.

Appellant (or his/her representative) and the Port Attorney must provide two (2) complete hearing packets to the Civil Service Board's secretary by at least one week prior to the scheduled hearing. Appellant's failure to provide such information may, at the Civil Service Board's discretion, result in the rescheduling of the hearing. Packets must include the following items: (1) A chronology of events; (2) An agreed upon Statement of Facts; and (3) Statement of Facts in Dispute.

The Port Attorney shall also present to the Civil Service Board a copy of the Notice of Intent to Impose Discipline, and Notice of Discipline with accompanying materials. In the event the Port Attorney and the Appellant's representative are unable to meet on the above items, the Appellant's representative must submit their version of the facts at least one week prior to the hearing.

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The Port Attorney and the Appellant's representative are required to meet at least one hour prior to the hearing to finalize exhibit packets which must include the following: (1) A list of exhibits, if any; (2) Pre-marked exhibits (if any exhibits are to be submitted). Additional exhibits may be submitted during the hearing, if they were not available to a party prior to the hearing.

No documents submitted to the Civil Service Board for consideration shall be considered public records, unless consented to by all parties or otherwise required by law.

The hearing may be continued for good reason beyond the date originally scheduled or recessed to a future date agreeable to the Civil Service Board and the parties. However, if a continuance is requested by the appellant or her/his representative, and the Civil Service Board shall later sustain the appeal, the Civil Service Board may rule that the appellant shall receive no back pay for the period of time during which such continuance was granted.

Hearings shall be closed to the public unless the appellant requests a public hearing in writing. In the event that a hearing is public, upon motion of a directly interested party, the Civil Service Board may exclude from the hearing room any witnesses not at the time under examination, except that a party to the proceeding and her/his counsel cannot be excluded.

Hearings shall be tape-recorded. Copies of the tape will be available to the appellant, if desired, for no charge. Transcripts of the taped proceedings will be available upon request at the requesting parties' expense. Civil Service Board subpoenas will be issued upon the request of either party. Subpoenas may be secured by contacting the Secretary to the Civil Service Board.

The Civil Service Board shall convene the hearing, receive evidence through testimony and documents and make findings of fact and conclusions about the discipline. Technical rules of evidence shall not apply. However, all testimony and exhibits must be relevant to the issues in contention, and the Civil Service Board may exclude any evidence which it deems to be irrelevant. The Civil Service Board shall consider and rule on any objection by either party. Closing arguments shall be oral; provided, however that either party may elect to submit a closing brief. Briefs are to be submitted to the Civil Service Board within a time set by the Civil Service Board. Briefs submitted after the deadline shall not be considered by the Civil Service Board.

The Civil Service Board will make no assumptions of innocence or guilt. The Civil Service Board will be guided in its decision by the weight of the evidence as it appears to it at the hearing.

The Civil Service Board has the power to sustain, overrule, reduce or, consistent with due process, modify the discipline, award back pay and determine the extent of back pay to be awarded, if any, based on the circumstances, and take any other appropriate action. The Civil Service Board's determination will be issued in writing, within thirty (30) working days of the conclusion of the hearing, unless post-hearing briefs are to be submitted, in which case the Civil Service Board's determination will be issued within thirty (30) working days of timely receipt of the post-hearing briefs. Copies of the Civil Service Board's determination shall be forwarded to the appellant and her/his

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representative and to the Executive Director or his/her designee and the Port Attorney's Office. The Civil Service Board may request that either or both parties present proposed findings of fact and conclusions of law within ten (10) working days of the Civil Service Board's determination. The opposing party shall have the right to agree or object to the proposed findings. The Civil Service Board's decision shall be the final administrative decision but is reviewable by writ of mandamus in accordance with applicable law.

Section 10.05 - Procedures for Hearing by a Hearing Officer. In the event that an appeal is to be heard by a Hearing Officer, the following procedures shall apply:

(a) Hearing Officer Selection and Authority.

The Hearing Officer shall be selected by the Civil Service Board in accordance with selection procedures established by the Civil Service Board which ensure that the Hearing Officer is independent, neutral and un-biased.

Hearings shall be closed to the public. The costs of the Hearing Officer shall be borne by the Port. Hearings shall be tape-recorded. Copies of the tape will be available to the appellant, if desired, for no charge. Transcripts of the taped proceedings will be available upon request at the requesting parties' expense.

The Hearing Officer shall have the authority to convene the hearing, receive evidence through testimony and documents and to make findings of fact and conclusions about the discipline. Closing arguments shall be oral; provided, however that either party may elect to submit a closing brief following the presentation of closing arguments. Briefs are to be submitted to the Hearing Officer within twenty (20) calendar days of the close of the hearing. Briefs submitted after the deadline shall not be considered by the Hearing Officer.

The Hearing Officer shall render written findings and recommendations to the Civil Service Board within thirty (30) calendar days of the close of the hearing. If post-hearing briefs are submitted, the recommendation shall be submitted to the Civil Service Board within thirty (30) calendar days after timely receipt of the brief(s).

The Hearing Officer shall provide the Civil Service Board the following documents, which shall constitute the official hearing record: (1) A summation page delineating the case name; issue; brief summary of the case; and her/his recommendation; (2) a complete written report documenting the findings; (3) any documentary evidence, written motions and briefs submitted; (4) the cassette tape(s) of the hearing.

(b) Civil Service Board Responsibilities.

After receiving a Hearing Officer's recommendation, the Civil Service Board Secretary shall schedule the case for the next available Civil Service Board meeting. The Civil Service Board will make every effort to schedule a case within thirty (30) days of receiving the Hearing Officer's recommendation.

In reviewing a decision, the Civil Service Board shall review the hearing record and may review the recording of the hearing. The Civil Service Board may accept

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or reject the Hearing Officer's recommendation. The Civil Service Board has the power to sustain, overrule, reduce or, consistent with due process, modify the original discipline, award back pay and determine the extent of back pay to be awarded, if any, based on the circumstances, and take any other appropriate action.

The Civil Service Board's determination will be issued in writing, within ten (10) working days of the conclusion of the Civil Service Board's review of the Hearing Officer's recommendation. Copies of the Civil Service Board's determination and the recommendation of the Hearing Officer shall be forwarded to the appellant and her/his representative and to the Executive Director or his/her designee and Port Attorney's Office. The Civil Service Board's determination shall be the final administrative decision but is reviewable by writ of mandamus in accordance with applicable law.

Section 10.06 – Judicial Review of Final Administrative Decisions Issued by the Civil Service Board and Involving the Port of Oakland

(a) The provisions of Code of Civil Procedure ("CCP") Section 1094.6 are hereby made applicable to all final administrative decisions (as defined by CCP Section 1094.5(a)) of the Civil Service Board which involve the Port of Oakland. Judicial review of any such administrative decision may be had only if the petition for writ of mandate is filed within ninety (90) days after the decision becomes final; provided, that pursuant to the provisions of CCP Section 1094.6(d), if the petitioner files a request for the record within ten (10) days after the date the decision becomes final, the time within which a petition may be filed shall be extended to not later than the thirtieth (30th) day following the date on which the record is either personally delivered or mailed by first class certified mail, return receipt requested, to the petitioner or his/her attorney of record, if he or she has one.

(b) As provided in CCP Section 1094.6(c), any person who requests preparation of the administrative record shall be responsible for payment of the actual costs of transcribing or otherwise preparing the record. Before commencing preparation of a transcript or other record, the officer or employee responsible for preparation shall estimate the actual total cost. Preparation of the record shall not commence until the person requesting preparation of the record has deposited the full amount of the cost estimate. If the deposit exceeds the actual cost, the difference shall be refunded. If the actual cost exceeds the estimate, the difference shall be paid when the record is delivered.

(c) The limitations period shall not be extended beyond ninety (90) days after the decision becomes final unless, pursuant to subsection (b) above, the petitioner

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deposits the estimated actual total cost of preparing the transcript within ten (10) days after he or she has been furnished with the written estimate of such cost.

(d) Every final administrative decision as defined in subsection (a) above shall refer to CCP Section 1094.6 and the ninety (90) day limitations period and shall include, as an attachment, a copy of this section.

RULE 11 - PROHIBITIONS AND PENALTIES

Section 11.01 - Frauds Prohibited. Under all provisions of these Rules, no person shall, by representation or action, maliciously or corruptly by himself/herself or in cooperation with any other person or persons:

- (a) Willfully and falsely mark, grade, estimate, or report upon the examination or proper standing of any person examined or certified pursuant to the City Charter or these rules pertaining to the competitive civil service, or the performance evaluation, or the service ratings of any employee, or aid in so doing, or willfully make any false representation concerning the same, or concerning any person examined;
- (b) Impersonate any other person, or permit or aid in any manner any other person to impersonate her/him in connection with any examination, appointment, or application, request for examination or other matters covered by these Rules;
- (c) Defeat, deceive, or obstruct any person in respect to her/his rights in relation to any examination, appointment in the competitive civil service or other matters covered by these Rules;
- (d) Furnish any person any special or secret information for the purpose of either improving or injuring the prospects or chances of such person in connection with any examination, appointment or other matters covered by these Rules;
- (e) Directly or indirectly give, render, pay, offer, solicit or accept money, service, or other valuable consideration for or on account of any appointment, proposed appointment, promotion, or proposed promotion to, or any advantage in, a position in the competitive civil service.
- (f) Make false accusations, falsify documents or make false representations regarding matters covered by these Rules.

Section 11.02 - Penalty. Any person violating any of the provisions of this Rule or any rule hereunder shall be deemed guilty of a misdemeanor, and for any such offense may, upon conviction thereof, be suspended, reduced in grade, or discharged from the Port service.

RULE 12 - INCOMPATIBLE ACTIVITY OF PORT EMPLOYEES

Section 12.01 –Incompatible Activities; Incompatible Employment. Each officer and employee shall, during her/his hours of active duty, devote her/his whole time, attention and efforts to her/his Port office or Port employment, and he/she may not be required to perform any service except for the benefit of the Port. No officer or employee of the Port may engage in any employment, activity or enterprise which has been determined to be inconsistent, incompatible or in conflict with her/his duties or with the duties, functions and responsibilities of the Port department in which he/she is employed.

The Executive Director or his/her designee shall declare the activities which will be considered inconsistent, incompatible or in conflict with, or inimical to, the duties of Port personnel. In making this determination, consideration shall be given to employment, activity or enterprise which: (a) involves the use for private gain or advantage of Port time, facilities, equipment and/or supplies, or the badge, uniform, prestige or influence of one's Port office or employment; or (b) involves receipt by the officer or employee of any money or other consideration for the performance of any act required of her/him as a Port officer or employee; or (c) involves the performance of an act in other than her/his capacity as Port officer or employee, which act may later be subject directly or indirectly, to control, inspection, review, audit or enforcement by her/him or by the agency in which he/she is employed. (Charter section 1201)

Port employees who violate section 12.01 may be subject to disciplinary action up to and including termination and, where appropriate, may be subject to prosecution under state or federal law.

Section 12.02 – Community Activities. Port employees may participate in community or civic activities on their own time. When there is a possibility or appearance of an incompatibility between the employee's public duties and private interests, the employee must bring the situation promptly to the attention of the immediate supervisor for review and resolution. Managers and supervisors shall counsel employees as appropriate upon becoming aware of possible conflicts of interest.

RULE 13 – PUBLIC RECORDS

Section 13.01 - Records Open to the Public. Except as provided in these rules, the California Public Records Act, and/or the rules and policies of the Board of Port Commissioners, the records of the Port's Human Resources Department, the minutes of the meetings of the Civil Service Board, annual and special reports, the classification and compensation plans, and the official roster are public records and shall be open to public inspection at the Port's Human Resources Department under reasonable conditions during business hours. However, the Executive Director or his/her designee may withhold employee personnel records and special reports if such records and reports are otherwise exempt from disclosure under applicable state and local laws.

To the extent permissible under the California Public Records Act and local law, material used or to be used in Port tests, confidential reports regarding applicants or eligibles, and the names and identity of special examiners who may be temporarily employed by the Port shall be considered confidential and not subject to disclosure to members of the public.

Section 13.02 - Disposition of Records. Minutes of Civil Service Board meetings shall be considered permanent records.

SAVINGS CLAUSE

If any part of these Rules is determined to be illegal or unconstitutional, such part shall be severed from these Rules and the remaining Rules shall be given full force and effect.

APPENDIX A - GUIDELINES FOR FILLING VACANCIES

All vacancies in authorized, non-sworn, classified and exempt positions shall be filled according to the following guidelines:

1. If a permanent vacancy occurs in an exempt position:
 - a. The duties may be reallocated among existing positions; or
 - b. The position may be left open; or
 - c. The position may be filled by appointment.
2. If a temporary vacancy or absence occurs in an exempt position:
 - a. The duties of the position may be reallocated temporarily among other positions; or
 - b. The position may be left open for the duration of the temporary vacancy or absence; or
 - c. The position may be filled by assignment of a current employee on an “acting” basis in accordance with pertinent Memorandum of Understanding and administrative policy; or
 - d. The position may be filled by a Temporary Contract Service Employee or an Exempt Limited Duration Employee.
3. If a permanent vacancy occurs in a classified position, and there is no eligible list:
 - a. The position may be left open; or
 - b. The position may be filled permanently by transfer or re-employment; or
 - c. The position may be filled by provisional appointment, not to exceed 120 days. If no eligible list is posted before the 120-day period expires, additional provisional appointment(s) of different individual(s) may be made; or
 - d. The position may be filled by assignment of a current Port employee on an “acting” basis, in accordance with relevant Memorandum of Understanding and administrative policy, pending completion of the recruitment process; or
 - e. The position may be filled by means of a temporary agency assignment, if appropriate, for a period not to exceed 120 days, pending completion of the recruitment process.
4. If a permanent vacancy occurs in a classified position, and an eligible list exists:
 - a. The position may be left open; or
 - b. The position may be filled permanently by transfer, re-employment or appointment from an eligible list.
 - c. If an active reinstatement list of laid off employees exists at the time of filling the vacancy this list must take priority over all other lists.
5. If a temporary vacancy occurs in a classified position, and there is no eligible list:

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- a. The position may be left open for the duration of the vacancy; or
 - b. The duties of the position may be temporarily reallocated among existing positions; or
 - c. The position may be filled by provisional appointment, not to exceed 120 days. If no eligible list is posted before the 120 day period expires, additional provisional appointment(s) of different individual(s) may be made; or
 - d. The position may be filled by assignment of a current Port employee on an “acting” basis, depending on the length of the vacancy and in accordance with relevant Memorandum of Understanding provisions and administrative policy; or
 - e. The position may be filled by means of a temporary agency assignment, if appropriate, for a period not to exceed 120 days.
6. If a temporary vacancy occurs in a classified position and an eligible list exists:
- a. The position may be left open for the duration of the vacancy; or
 - b. The duties of the position may be reallocated temporarily among existing positions; or
 - c. The position may be filled by limited duration appointment from an eligible list; or
 - d. In the event that no person on the eligible list is willing to accept a limited duration appointment: (i) the position may be filled by provisional appointment not to exceed 120 days. Additional provisional appointment(s) of different individual(s) may be required if the temporary vacancy exceeds 120 days; or (ii) the position may be filled by assignment of a current Port employee on an “acting” basis in accordance with relevant Memorandum of Understanding provisions and administrative policy; or (iii) the position may be filled by means of a temporary agency assignment, if appropriate, for a period not to exceed 120 days.
7. If an absence occurs in a classified position and there is no eligible list for that classification:
- a. The position may be left open for the duration of the vacancy; or
 - b. The duties of the position may be temporarily reallocated among existing positions; or
 - c. The position may be filled by assignment of a current Port employee on an “acting” basis, depending on the length of the absence and in accordance with relevant Memorandum of Understanding provisions and administrative policy; or
 - d. The position may be filled by means of a temporary agency assignment, if appropriate, for a period not to exceed 120 days.
8. If an absence occurs in a classified position and an eligible list exists:
- a. The position may be left open for the duration of the absence; or
 - b. The duties of the position may be reallocated among existing positions; or

Port Personnel Rules and Procedures

- c. The position may be filled by limited duration appointment from the eligible list.
- d. In the event that a limited duration appointment is not practical due to the brief nature of the absence or because no person on the list is willing to accept a limited duration assignment, the position may be filled by: (i) assignment of a current Port employee to the position on an “acting” basis, in accordance with relevant Memorandum of Understanding provisions and administrative policy; or (ii) the position may be filled by means of a temporary agency assignment, if appropriate, for a period not to exceed 120 days.

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APPENDIX B – COMMON CLASSES

Classifications in the classified service with positions at the City and the Port with the same class titles and class codes that were changed or modified after 1978, not following the prescribed prevailing Civil Service Rules at the time of the changes or modifications, shall be submitted to the Civil Service Board as soon after collective bargaining 2011 concludes, but no later than 90 days after collective bargaining is concluded.

As of the date of this addendum, the following classifications have been deemed as common classifications until the Port and City comply with the procedures ascribed above.

(list of the deemed classifications as listed below)

<u>PORT</u>	<u>CITY</u>
1. Account Clerk	Account Clerk II
2. Senior Account Clerk	Account Clerk III
3. Office Specialist I	Office Assistant II
4. Office Specialist II	Administrative Assistant I
5. Administrative Specialist	Administrative Assistant II
6. Carpenter	Carpenter
7. Gardener I	Gardener I
8. Gardener II	Gardener II
9. Gardener III	Gardener Crew Leader
10. Painter	Painter
11. Plumber	Plumber
12. Semiskilled Laborer	Public Works Maintenance Worker
13. Port Electrician*	Electrician*
14. Custodian	Custodian**

The Port and the City have agreed that the following two classifications are Port-specific due to the following reasons and therefore they are exempt from the above common classifications:

*The Port Electrician – due to the “high voltage” experience required by the Port.

**Custodian – due to FAA security requirements. Port custodians must be able to pass a Criminal History Records Check (CHRC), a ten-year background check, and be fingerprinted for FBI clearance in order to work in the Security Identification Display Area (SIDA) at the Oakland International Airport. Additionally, the Port and City have agreed that due to recruitment requirements, both the City and the Port agreed to conduct separate examinations to accommodate internal candidates (Port relief/990 custodians and City part-time custodians).

Port Personnel Rules and Procedures

EXHIBIT D

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

July 1, 2015 – December 31, 2017

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

1.A Introduction

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

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

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

1.B Recognition

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

1.C Notification of New Classifications

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

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

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

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

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

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

ARTICLE 2 - MANAGEMENT AND UNION RIGHTS

2.A Stewards

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

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

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

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

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

2.B Union Elections

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

2.C Access to Work Locations

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

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

2.D Use of Meeting Space

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

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

such meetings, and will comply with Port regulations for the assignment and use of facilities.

2.E Notification of Rules

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

2.F Obligations to New Employees

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

The Port shall notify the Union Field Representative and Chapter President of a new hire on the first day of their employment, by e-mail and regular mail. The Port shall provide reasonable release time to the Chapter President to make a 30 minute presentation about SEIU, Local 1021 during the new employee orientation.

2.G Bulletin Boards

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

Any posted material shall be non-controversial in nature.

2.H Information Provided to the Union

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

2.1 Contracting Out

With respect to the provisions of Section 902 (e) of the Charter regarding contracting of service, it is agreed the Port will, notify the Union at least sixty (60) days prior to an action of the Board of Port Commissioners, except in the case of an emergency, in which case as much notice as is practicable will be given of such matters as may affect employees represented by the Union, provided that no such contract for service shall result in the loss of employment or salary by any person having permanent status in the competitive service. Past practices in contracting out of work will continue where Port employees cannot perform the work or where Port employees will not be displaced.

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

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

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

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

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

- a. Work falling within the following categories:

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

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

Passenger Shuttle Bus Operations

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

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

City of Oakland - Special Services

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

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

City of Oakland - LLAD

JLS Common Area Maintenance

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

MMP Sales Expense (unless the work falls within the scope of Port Equipment Driver or Power Equipment Operator

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

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

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

Equipment Rental Services

Information Technology Related Services

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

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

For on-call contracts, the Port shall provide thirty (30) days notice prior to Board or Executive Director (or her/his designee) action regarding the general amount of on-call contracting authority. In connection with individual requests for on-call, monthly vendor services, or Purchase Order contracts, the Port may contract out the following areas of work after exhausting the SEIU overtime call out list, if SEIU-represented

employees in the relevant classifications are: (a) on extended leaves of absence subject to accommodation (ADA, WC), or participating in a program such as PETA, etc., to such an extent that the SEIU-represented employees are unable to perform the duties in question, or (b) involved in a critical assignment that cannot reasonably be abandoned or put on hold to perform the work in question:

HVAC	Gardening
Fencing	Overhead door repair
Roofing	Carpeting
Crack sealing	Plumbing
Electrician	

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

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

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

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

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

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

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

2.J Work Effort

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

2.K Public Relations

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

ARTICLE 3 - UNION SECURITY

An employee in one of the classes included in the MOCA Unit, employed as of July 1, 1984 and thereafter during the term of this Agreement, shall, as a condition of continuing employment with the Port and, in the case of a newly hired employee, within thirty (30) calendar days of his/her employment, execute a payroll deduction authorization form as furnished by the Union, and thereby become and remain a member in good standing in the Union; or execute a payroll deduction authorization form as furnished by the Union, and thereby pay to the Union an initial fee equal to the regular initiation fee and, thereafter, a monthly service fee equal to the regular monthly Union dues; or, in the case of an employee who certifies he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, execute a payroll deduction authorization form as furnished by the Union, and thereby pay sums equal to Union dues, initiation fee, or service fees to (1) American Cancer Society, (2) American Heart Association, or (3) Sickle Cell Anemia Research and Education, Inc. (S.C.A.R.E.).

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

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

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

4.A Good and Sufficient Cause

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

4.B Gross Violations

In the case of gross violation of rules, regulations or ordinances calling for immediate action (including as examples, but not limited to: theft of Port or other employee property; unprovoked assault on other workers or the public; willful and

reckless conduct endangering the health or safety of the public or other workers), discharge or discipline can take place with whatever procedures are proper under applicable law being exhausted prior to the implementation of discipline.

4.C Progressive Discipline

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

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

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

4.D Coaching and Counseling

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

4.E Notice of Resignation

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

4.F Exit Interview

Upon receipt of an employee's resignation, the Director of Human Resources, or his/her designee, may conduct an exit interview to determine that an employee's resignation has been submitted in good faith and free from undue pressure or threat.

Said officer shall take into account any information furnished by the Union and/or an employee in a timely fashion in determining the necessity for such an interview.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.A Definition

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

5.B Resolution of Grievances

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

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

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

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

5.B.5 Third Step Submission to Port. Should the grievance remain unresolved under 5.B.4, the employee and/or Union Representative may, within ten (10)

working days of the Skelly hearing or the deadline for the department manager's response, submit the written grievance to the Port Employee Appeals Officer designated by the Port's Executive Director. The Skelly hearing officer shall make reasonable efforts to issue the Skelly decision within 30 calendar days of the Skelly hearing. If no decision is issued within 30 days, the Union may upon notification to the Port, decide to accept the notice of intent as the Skelly hearing decision. The Employee Appeals Officer shall meet with the Union Representatives within ten (10) working days of submission to schedule a hearing to resolve the dispute. The Employee Appeals Officer shall respond in writing within twenty (20) working days of the hearing. The response shall be given to the employee and copies sent to the Union Representative. If the union does not schedule a hearing on the grievance within (30) working days of receipt by the Employee Appeals Officer, the grievance shall be nullified.

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

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

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

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

5.B.8 Arbitration Procedures. If arbitration is selected, it is agreed that the decision of the arbitrator shall be final and binding on all parties and that the arbitrator's fees and expenses incidental to the decision, such as a hearing room and transcript, if required, but excluding the cost of representation and witness fees, shall be borne equally by the parties. The arbitrator shall have no power to add to or subtract from the provisions of this Agreement or of the Personnel Rules.

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

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

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

5.D Extension of Time Limits

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

5.E Presence at Hearings

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

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

5.F Witnesses

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

5.G Applicable Law Procedures

No employee shall be placed in a non-pay status until any and all procedures under applicable law relating to that employee are fulfilled. At present, it is understood that "Skelly" procedures are currently required by applicable law before action can be taken by a public employer in certain specific situations.

5.H Waiver of Time Limits

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

5.I Award Payment Schedule

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

ARTICLE 6 - SENIORITY

6.A Definitions

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

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

6.B Seniority and Bidding

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

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

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

6.C Seniority and Overtime

Classification Seniority shall apply to overtime distribution.

6.D Seniority and Leave

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

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

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

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

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

6.E Seniority in Cases of Identical Hiring Dates

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

6.F Seniority Lists

The Port shall furnish the Union with an updated copy of the classification seniority lists every six (6) months. Such list shall be subject to correction upon protest by the Union. The list shall constitute the official seniority list for vacation leave bidding, shift bidding, job bidding and overtime distribution, and shall reflect the date of hire and

classification dates of employees covered by this MOU. If possible, the Port will provide the Union with a list detailing the seniority of each represented employee held in previous classifications.

ARTICLE 7 - HIRING, LAYOFF AND REHIRING

7.A Probationary Period

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

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

7.B Entry Level Residency Preference

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

7.C Eligible Lists

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

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

7.D Veteran's Rights

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

7.E Reduction in Force

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

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

ARTICLE 8 - PROMOTION, DEMOTION AND TRANSFER

8.A Probation Period Upon Promotion

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

8.B Service Ratings During Probation

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

8.C Return Rights

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

8.D Promotional Examinations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.E Eligible List for Promotional Position

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

8.F Duration of Promotional List

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

8.G Non-Selection Statement

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

8.H Supplemental Training Programs

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

8.I Transfer List

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

ARTICLE 9 - TRAINING AND EDUCATION

9.A Available Education Courses

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

9.B Reimbursement

The full costs of tuition, job-related certifications or licenses, required textbooks and classroom equipment will be refunded to employees who obtain prior approval and complete the course with a passing grade for up to a maximum of \$2,000 per fiscal year. Courses which are not eligible for credit, but are sponsored by a university extension center or service shall be considered satisfactorily completed upon evidence of attendance of that course. Textbooks will become the property of the employee upon approval of the refund. Classroom equipment is the property of the employee only with Port approval. If Port approval is not granted, the equipment shall become the property of the Port.

9.C Approval Procedure

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

9.D Heavy Equipment Training Course and Driving Course

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

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

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

9.E Professional Development

Upon presentation of proof of purchase, which specifically identifies the purchase, an employee shall be eligible for reimbursement for expenses incurred for Professional Development, not to exceed \$600.00 effective July 1st for each year of the contract, with the following exceptions and provisions.

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

2. Unused portions from any year may be carried forward to fund future anticipated expenditures provided, however, no portion shall be carried over beyond the duration of this Memorandum of Understanding.

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

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

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

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

ARTICLE 10 - SAFETY

10.A Promotion of Safety

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

hazards, establish and enforce safety rules, and promote safety consciousness in all employees.

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

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

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

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

10.A.5 Hard Hat/Bump Cap Usage. In compliance with State and Federal safety regulations, hard hats must be worn by maintenance and airport operations personnel whenever there is a possible threat to safety from flying, falling objects from above, or working around heavy equipment. Bump caps may be worn when more appropriate in specific incidences.

10.A.6 VDT and Word Processing Safety

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

(b) Upon request by an employee assigned to work with a microcomputer or word processor equipped with a VDT, submitted to the Principal Port Safety Administrator, the Port will provide an ergonomics or industrial hygienist specializing in ergonomics to inspect the VDT workstation of the employee. The ergonomics will make written recommendations to the employee's supervisor with a copy to the employee, for adjustments and necessary equipment. The Port shall review the recommendations and provide employees with the appropriate equipment/adjustments.

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

10.A.8 Safety Shoes. Where safety shoes are required to be worn in the performance of an employee's duties by either departmental or Port policy, or pursuant to applicable Cal-OSHA or OSHA regulations, the Port hereby agrees to furnish the appropriate safety shoes on an as needed basis, to all such personnel. However, any such employee may at his/her option purchase appropriate safety shoes of his/her own choice, in lieu of accepting Port furnished shoes. The Port agrees to reimburse each employee purchasing his/her own safety shoes, upon presentation of an original receipt, proof of the necessity for same, and in accordance with Port procedures for reimbursement of costs, an amount not to exceed \$232.50.

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

10.B Safety Committees

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

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

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

10.B.2 Port-Union Safety Committee. A Safety Committee comprised of at least one (1) but not more than three (3) Union and at least one (1) but not more than three (3) management members shall be established for the purpose of inspecting, reviewing and recommending safety practices in the work areas at the Port.

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

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

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

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

10.C Safety Laws, Rules and Regulations

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

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

10.D DOT Regulations Compliance

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

ARTICLE 11 - EMPLOYEE RIGHTS AND AFFIRMATIVE ACTION

11.A Personnel File

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

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

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

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

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

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

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

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

11.B Civil Rights and Affirmative Action

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

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

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

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

11.C Employee Service Ratings and Reports

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

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

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

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

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

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

11.D Equal Pay for Women

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

ARTICLE 12 - WAGES

12.A Salaries

12.A.1 Effective the first day of the pay period containing July 1, 2015, all salaries of represented employees will be increased by four percent (4.0%).

12.A.2 Effective the first day of the pay period containing July 1, 2016, all salaries of represented employees will be increased by two percent (2.0%).

12.A.3 Effective the first day of the pay period containing July 1, 2017, all salaries of represented employees will be increased by two percent (2.0%).

12.B Salary Rate Increase

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

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

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

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

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

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

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

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

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

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

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

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

12.D Relief Custodian and Relief Telephone Operator Seniority.

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

ARTICLE 13 - HOURS, WORKING CONDITIONS AND OVERTIME

13.A Shift Differential

13.A.1 Shift Differential Calculation. Employees working the swing shift shall be paid a differential of five percent (5%). Employees working the graveyard shift shall be paid a differential of seven percent (7%).

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

13.A.3 Class A & B Licenses. Should an employee lose her/his Class A or B license or have their license suspended because of violations sustained during

non-working hours or fail to procure a medical examiner's certificate then the Port and the Union shall meet to discuss the eligibility of the affected employee for an existing vacant position or soon to be existing vacant position.

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

13.B Split Shifts

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

13.C Lunches

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

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

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

13.D Custodial Facilities and Equipment

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

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

13.E Uniforms and Protective Clothing

The Port will furnish and maintain appropriate uniforms and/or protective clothing for its field employees who are required to wear uniforms. The Port will maintain adequate rain gear and outdoor gear for airport Custodians required to work outdoors.

13.F Tools

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

13.G Gardener's Spray Certificate

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

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

13.H Meal Pay

An employee working two (2) hours of overtime beyond his/her regular shift will be provided allowance for meals ("meal pay") at the rate of \$16.00 per meal. Effective July 1, 2002, the rate shall be increased to eighteen dollars (\$18.00) per meal. In the event the employee continues to work beyond such first two (2) hours and such is not part of his/her regular shift, the employee will be provided additional meal pay for each successive four (4) hour period so worked at the rate set forth above.

13.I Rest Periods

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

13.J Acting Pay

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

An employee who acts in a position of higher classification under this provision for a period of thirty (30) consecutive days or less, shall not receive acting pay during any period(s) of paid leave occurring during his/her acting assignment. However, an employee who acts in a position of higher classification under this provision for a period in excess of thirty (30) consecutive days shall receive acting pay during period(s) of paid leave occurring during his/her acting assignment, commencing with the thirty-first (31st) consecutive day of the acting assignment and continuing until said acting assignment is terminated.

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

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

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

13.K Reassignment Notification

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

13.L Overtime

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

13.L.2 Distribution of Overtime:

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

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

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

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

13.M Compensatory Buy Back

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

13.N Worker's Compensation

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

13.O Hours of Work

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

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

13.P Call Back Pay

A minimum of four (4) hours of pay at time and one-half (1½) will be paid to employees called back to work for other than a regular shift. This section shall not apply to extension of time worked beyond a regular shift. (Included by side letter to previous Memorandum of Understanding.)

13.Q Child Care Facility

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

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

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

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

13.S Work-Related Communications

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

13.T Parking at 530 Water Street

The Port agrees to cover the cost of parking for employees who report at 530 Water Street on the first day of the month following ratification of the Agreement.

ARTICLE 14 - HOLIDAYS

14.A Designated Holidays

The following days of each year are designated as holidays:

- a) January 1st;
- b) The 3rd Monday in January, known as "Martin Luther King Jr.'s Birthday";
- c) February 12th, known as "Lincoln's Birthday";
- d) The 3rd Monday in February
- e) The last Monday in May;
- f) July 4th;

- g) The 1st Monday in September;
- h) September 9th, known as "California Admission Day";
- i) November 11th, known as "Veteran's Day";
- j) The Thursday in November appointed as "Thanksgiving Day";
- k) The Friday following Thanksgiving Day;
- l) December 25th;
- m) A floating holiday subject to the prior approval of the department head to be taken during the calendar year;
- n) ~~Christmas Eve/New Year's Eve - second half of employee's work shift as paid~~
time off on both the above days;
- o) Every day appointed by the President, or Governor for a public fast, Thanksgiving or holiday.

14.B Holiday Pay

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

14.C Holidays on Regular Day Off

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

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

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

On the Christmas Eve/New Year's Eve half shift holidays designated above in 14.A, such time off shall be granted by the department head, subject to the needs of the Port. In the event that an eligible employee is not allowed time off as provided above, he/she shall be paid overtime for the number of hours worked at the rate of time and one-half his/her regular hourly rate of pay for the paid time off to which he/she is entitled under this provision, in addition to the pay which the employee would otherwise receive for said half shift.

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

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

ARTICLE 15 - VACATION

15.A Vacation Accrual

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

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

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

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

(d) Twenty days (four weeks) per year beginning the twentieth employment year and through the twenty-fifth year; provided, however, that during the twentieth and

twenty-fifth full employment years an employee, on his or her anniversary date, shall accrue one (1) additional day of vacation for those years only;

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

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

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

15.B Seniority for Vacations

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

15.C Vacation Deferral

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

15.D Vacation Increments

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

15.E Illness During Vacation

In the event an employee is seriously ill during a vacation, such time shall be charged to sick leave at the employee's request upon satisfactory verification of the serious illness claimed.

15.F Payday During Vacation

If a pay day falls within an employee's scheduled vacation period, the employee shall be entitled to receive, prior to the start of such vacation period, upon his/her

request, any regular paychecks he/she would normally receive during said period, in accordance with established Port and City procedures. This provision shall apply to employees whose scheduled vacation is ten (10) or more consecutive working days.

15.G Holiday During Vacation

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

ARTICLE 16 - LEAVES OF ABSENCE

16.A Sick Leave

16.A.1 Definition of Immediate Family. For purposes of this section (and Family Illness) immediate family shall be defined as mother, father, husband, wife, domestic partner, son, daughter, brother, sister, grandfather, grandmother, father-in-law and mother-in-law. A domestic partner shall be deemed a member of an employee's immediate family only for the limited purposes of granting the employee to whom the term applies time-off from work and for no other purposes, as specifically set forth in Section 16.A.2 of this MOU. Immediate family as used herein, includes the "step" relationships of the above described family members, respectively (step mother, step father, step son, etc.), except with respect to domestic partnerships.

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

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

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

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

16.A.5 Port Attendance Program

General Statement

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

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

A. Attendance Standards

1. Absence is any time an employee is scheduled to but does not report or leaves work after reporting for reasons not associated with department operations. This excludes unauthorized leave when an employee is not scheduled to work.
2. Sick leave must be for valid reasons such as: illness or disability of employee or immediate family, medical appointments for employee or

immediate family and personal leave as outlined in Section 16.B of this Memorandum of Understanding. However, the Port does not allow a certain number of sick days each year to be used however the employee wishes.

3. Other absences include those which are beyond the employee's immediate control (usually of emergency nature) and make coming to work impossible (not just inconvenient or difficult).
4. An employee's record will be reviewed by the supervisor and the when absent hours equal forty (40) hours and three (3) or more occurrences of absence charged to sick leave in the past twelve (12) month period. The purpose of this review is to determine whether an attendance problem may be present and if so, the appropriate steps, including a conference with the employee, needed to correct. It is understood that exceeding forty (40) hours per year is not in itself a problem, but merely a tool to review the reason for absences.
5. Judgment must be applied to the individual case. There is no set number of absent days that automatically makes an employee's attendance record a good record or a bad record. Each case must receive individual analysis and consultation. Supervisors must do their utmost to apply good managerial skills in determining good, satisfactory and unsatisfactory attendance. Good performance on the job becomes unsatisfactory because of frequent absences. Some of the factors which should be considered when evaluating attendance performance are: number of days absent, number of occurrences, reasons for absences, total number of sick leave days accrued as compared with current rate of utilization and absence frequency, and the existence of an absence pattern.

B. Attendance Plan for Improvement

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

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

C. Incentives

1. For employees working more than half-time, if you have accumulated at least sixty (60) days of sick leave on July 1st of the fiscal year, you may prior to

August 1st of the following fiscal year exercise one of the following options for sick leave earned, but not used during the fiscal year:

- a) Accumulate sick leave credits to the 150-day maximum
 - b) Convert sick leave earned over the basic requirement of sixty (60) days to vacation days, at the ratio of three (3) sick leave days to one (1) day of vacation, with a maximum of four (4) days vacation from converted sick leave;
 - c) Convert sick leave earned over the basic requirement of sixty (60) days to cash at the ratio of three (3) sick leave days to one (1) day of pay with a maximum of four (4) days, earned from converted sick leave;
 - d) A combination of the above.
2. If an employee's sick leave balance has increased by the number of days detailed below, between July 1st and June 30th of one fiscal year, the employee will receive the bonus amounts detailed below.

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

16.A.6 Family Illness. Each employee who is otherwise eligible to take sick leave may, in the event of serious illness in his/her immediate family, take a maximum of the (10) working days' accumulated sick leave in any calendar year. Such family sick leave shall be charged against an employee's accumulated sick leave credits. Immediate family shall be defined as provided in Section 16.A.1 entitled "Definition of Immediate Family".

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

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

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

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

16.B Personal Leave

Up to four (4) days of accumulated sick leave per year may be used by Port employees for urgent personal business. These four (4) days are not accumulative. However, if not used, this time will be counted as sick leave in which case it can be carried from year to year. Using sick leave for personal business is subject to the approval of the department manager. Urgent personal business is defined as necessary transactions that might affect an employee's economic well-being or personal welfare and which cannot be carried out during off-duty hours. At least forty-eight (48) hours prior notice shall be given except in case of extreme emergency.

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

16.C Maternity Leave

An employee granted maternity leave shall be returned to her same classification in the department, work location and shift most nearly approximating her former placement as determined by the Port based on the needs of the public service, with no loss of seniority or accrued benefits earned prior to the beginning of such leave and remaining on the books at the time the employee returns to work. It is understood that seniority and other benefits will not continue to accrue while an employee is off work on such leave. An employee who experiences temporary complications or disabilities during such paid leave of absence, seniority would continue to accrue.

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

16.D Parental Leave

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

16.E Jury Duty Leave

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

16.F Military Leave

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

16.G Family Death Leave

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

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

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

16.H Premium Pay During Paid Leave

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

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

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

16.I On-The-Job Injury Leave

16.I.1 On-The-Job Injury Leave. In the event an employee is injured in the performance of his/her duties, he/she will be entitled to receive full pay, beginning the first day of his/her absence due to his/her initial injury, for a total of ninety (90) calendar days without any charge against the employee's accumulated sick leave. This benefit will be in conjunction with usual Workers' Compensation benefits and not in addition to amounts of disability pay to which the employee is entitled under Workers' Compensation.

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

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

6. Life insurance coverage at the continuing rate.

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

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

16.J Leave of Absence Without Pay

Department heads may give leave without pay not to exceed a total of thirty (30) working days in a calendar year. Leaves without pay may be granted for reasons which in the opinion of the Port, appear to be proper and in the best interest of the Port, such as:

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

16.K Leave Benefits Under FMLA

The leave benefits required to be provided under the Family and Medical Leave Act of 1993 and the California Family Rights Act, as amended, shall be provided in conjunction with leave benefits described in this Memorandum of Understanding, not in

addition to such benefits except to the extent that these laws require the provision of leave benefits that exceed the leave benefits otherwise provided for in this Memorandum of Understanding. Attached hereto as Attachment "4", is a summary of the pertinent provisions of the Family and Medical Leave Act of 1993.

16.L Employee Assistance Program (EAP)

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

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

ARTICLE 17 - INSURANCE BENEFITS

17.A Health Plans

17.A.1 Medical Plans.

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

- d) Said monthly payments shall be for medical premium coverage only and any amount in excess of the actual cost of medical premium coverage shall not be refunded to the employee.

17.A.2 Retiree Medical Benefits.

- a) The Port shall contribute an amount up to the premium cost for health plan coverage for each eligible Port retiree and such enrolled Port retiree's eligible dependents in any of the health plans provided under PERS to which the Port retiree is eligible to participate not to exceed one hundred percent (100%) of the monthly premium costs at the family rate provided by Kaiser Foundation Health Plan, Inc. for the Northern California Region, at the rate available through the Public Employees' Retirement System's health benefit plans.
- b) If an eligible Port retiree chooses to participate in a PERS health plan which is more expensive than the PERS Kaiser Northern California health plan, the excess cost shall be paid by the retiree. These contributions shall be adjusted during the term described above to reflect the changes, if any, in the PERS premiums.
- c) Retirees shall have the right to inform the Port of an increase in their dependents at any time and have the amount contributed be adjusted accordingly, in accordance with PERS or the insurance carrier's rules. Port retirees shall be required to inform the Port of any reduction in dependents and a corresponding reduction in premium amounts contributed by the Port shall be made.
- d) Said monthly payments shall be for medical premium coverage only and any amount in excess of the actual cost of medical premium coverage shall not be refunded to the Port retiree.
- e) The payments for Port retirees, set forth in subsection "a" above, shall be made monthly from the date of retirement until the retiree ceases to participate in the PERS medical program.
- f) The payments described above in subsection "a" shall be made for eligible Port retirees and their eligible dependents in accordance with the provisions of the Public Employees Retirement Law of the State of California.
- g) These provisions shall take effect within 60 days after ratification of the MOU, or upon implementation by PERS, whichever is earlier.

- h) These provisions constitute the entire and sole agreement of the parties with respect to retiree medical benefits and all prior agreements of the parties are superseded by the terms of this MOU.

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

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

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

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

With respect to employees who were hired by the Port on or after April 1, 2013 (other than (1) any former Port employee on a reinstatement list as January 1, 2013 pursuant to section 9.01 of the Personnel Rules and Procedures of the Port who is hired prior to January 1, 2013 and is reinstated to employment with the Port three (3) years from the date of layoff or (2) an employee who was employed by the Port before January 1, 2013 and who is reemployed into the same classification by the Port prior to the second anniversary of his or her separation from employment with the Port, in accordance with Section 5.01 of the Personnel Rules and Procedures of the Port), upon

the employee's retirement or other separation from service, beginning January 1, 2013 such retired or terminated employee shall not be entitled to dental, vision or the employee assistance program benefits upon ceasing to be an eligible employee of the Port except to the extent required under the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

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

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

17.A.4 Health Care Reform.

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

17.A.5 Flexible Benefits.

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

17.B Vision Care

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

17.C Dental Plan

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

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

17.C.2 Dental Plan Review. The Port and Union agree to review the present dental plan at any time during the term of this Agreement at which a reliable

dental plan is proposed which provides better coverage at the then existing premium costs, with a commitment by the carrier for premium stability.

17.D Life Insurance

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

17.E Disability Insurance

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

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

17.F Health Benefits Limitations During Leave Without Pay

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

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

17.G Alternate Medical Coverage, Cash in Lieu

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

ARTICLE 18 - RETIREMENT

18.A Employer Contribution

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

18.B Employee Contributions

18.B.1 Effective the first day of the pay period containing July 1, 2013, employer paid member contributions ("EPMC") shall be terminated, and represented employees who are members of the Public Employees' Retirement System ("PERS") shall contribute 8% of their base salary, as determined in accordance with applicable law, to offset the EPMC.

18.B.2 Effective the first day of the pay period containing July 1, 2013 and in exchange for represented employees paying the employee contribution (formerly paid by the employer and designated as EPMC as specified in 18.B.1), the Port will increase the base salary of represented employees by eight percent (8%). The intent of this provision is to have an equal swap whereby represented employees pay their employee contributions in exchange for an increase in their base salary by an equal amount.

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

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

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

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

18.C.3 Survivor Continuance. Survivor continuance provides the beneficiary a monthly allowance equal to one-half of what the employee's highest "service retirement" allowance would have been had they retired on the date of death.

Eligible recipients are the spouse or domestic partner, who have married or registered for at least one year, or if none; children under age 18 who have never been married, or if none; a parent who is at least age 62 and was a dependent of the employee at the time of death.

18.C.4 Benefit Factor. Benefit factor is a percentage of pay to which one is entitled for each year of service. It is determined by one's age at retirement and the retirement formula. The benefit factor increases with each quarter of year of attained age between ages 50 and 55 except for employees subject to PEPRA. The formulas are 2.7% @ age 55 for employees hired prior to June 9, 2012; 2.5% @ age 55 for employees hired on or after June 9, 2012; or 2.0% @ age 62 for new members hired on or after January 1, 2013 subject to PEPRA.

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

ARTICLE 19 - JOINT LABOR/MANAGEMENT RELATIONS COMMITTEE

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

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

1. Training of Union members and stewards as well as Port forepersons, supervisors and managers, in the application of the MOU between the parties.
2. Ensuring fair and consistent application of the Port's Attendance Program as identified in the MOU between the parties.
3. Ensuring that programs and procedures specified in the MOU between the parties are implemented and maintained during the term of the MOU.
4. Developing and seeking to reach agreement concerning the application of seniority, as defined in the MOU, to lay-off, recall and transfers to and from classifications in the City of Oakland.
5. Developing ways to improve action level decision making, customer service and employee morale.

6. Consultant shall be retained for the first year to guide the committee. The consultant will be paid for both by the Port and the Union, at a ratio to be determined.
7. Any other issues of mutual concern.

The committee shall be comprised of twelve (12) members, six (6) designated by the Union and six (6) designated by the Port. One of the Union team members shall be the Union president. One of the Port team members shall be the Chief Administrative Officer or the Human Resources Manager. Time lost from the job shall be paid by the Port. The committee shall meet on a monthly basis or on a different schedule as determined by the parties.

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

ARTICLE 20 - MISCELLANEOUS AND DURATION

20.A Separability and Revisions of Severed Positions

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

20.B Reviving Vacant Classifications

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

20.C Memorandum is Entire Agreement

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

20.D Term of Agreement

This Memorandum shall become effective July 1, 2015, as adopted in the necessary implementing ordinances and resolutions and shall remain in effect for a period of thirty (30) months to and including December 31, 2017.

ARTICLE 21 – PAYROLL

21.A Employee Pay Stubs

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

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 3rd day of December, 2015.

SEIU LOCAL 1021
Bargaining Team

By: [Signature]
Nato Green
Chief Negotiator

By: [Signature]
Dana MacPherson
Area Field Director

By: [Signature]
John Stead-Mendez
Executive Director, Field & Programs

Local 1021 Negotiations Team:

By: [Signature]
Millie Cleveland
Field Representative, SEIU 1021

By: [Signature]
Kimberly Moses
Chapter President

Jay Busby
Terrance Calloway
Leonard Castaneda
Chuck Campbell
Alfonso Loera
Karl Mason
Yvette Nixon
Gino Valente

Port of Oakland
Bargaining Team

By: [Signature]
Joseph E. Wiley
Chief Negotiator

By: [Signature]
Christopher Boucher
Director of Human Resources

Port of Oakland Negotiations Team:

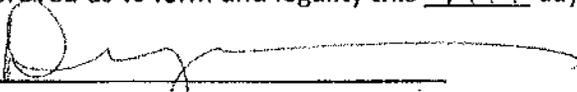
Farbod Pirouzmand

The above Memorandum of Understanding is hereby ratified and confirmed this 3rd day of December, 2015.

CITY OF OAKLAND, a Municipal Corporation, acting by and through its Board of Port Commissioners

By: 
Executive Director

Approved as to form and legality this 17th day of December, 2015.



Danny W. Wan, Port Attorney

Resolution No. 15-092
P.A. # 2015-916

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

December 6, 2012

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

REGARDING

Percentage of Employer Contribution for New Retirees and Future Legislation

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

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

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

EXHIBIT B
SIDE LETTER OF AGREEMENT REGARDING CONTRACTING OUT

June 25, 2015

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

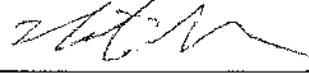
REGARDING

Contracting Out

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

1. Any grievance filed alleging the Port has violated any provision of Article 2.1 – Contracting Out – shall be expedited in processing with the parties meeting within five (5) days to discuss the merits, and if resolution is not reached, the parties may agree that any arbitration under this side letter shall be held within 45 days of filing of the grievance.
2. Notwithstanding any provision of this Agreement, the Port shall provide notice of all contracting out of bargaining unit work. To the extent possible, such notice shall be provided in advance of the actual work being performed. If not reasonably possible to provide advanced notice, the Port shall provide notice within five (5) work days after the work has been performed.
3. The parties agree to meet quarterly consistent with the Committee provision of the MOU in an effort to resolve any ongoing dispute regarding contracting out issues.
4. Add "Electrician" to the categories of on-call contracts on the top of page 8 of Article 2.1 – Contracting Out of the current Memorandum of Understanding.

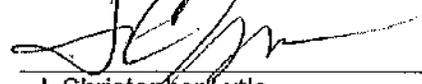
For the Union:

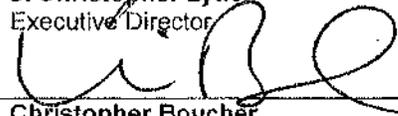
 11/10/15
Print Name: _____ Date

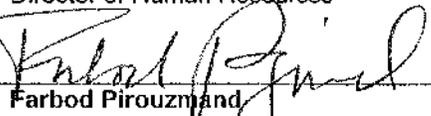
Kimberly Moses  11/12/15
Print Name: _____ Date

Michelle Cleveland  11/12/15
Print Name: _____ Date

For the Port:

 12/3/15
J. Christopher Lytle
Executive Director _____ Date

 11/25/15
Christopher Boucher
Director of Human Resources _____ Date

 11/17/15
Farbod Pirouzman
Human Resources Manager _____ Date

**EXHIBIT C
SALARY TABLE**

Unit A

JOB TITLE		Step A	Step B	Step C	Step D	Step E
AP Properties Operations Assistant	Effective 7/1/2015	6267	6580	6907	7322	7764
	Effective 7/1/2016	6392	6712	7045	7468	7919
	Effective 7/1/2017	6520	6846	7186	7617	8077
AP Security Sys Tech	Effective 7/1/2015	5985	6283	6598	6994	7412
	Effective 7/1/2016	6105	6409	6730	7134	7560
	Effective 7/1/2017	6227	6537	6865	7277	7711
AP Security/ID Specialist	Effective 7/1/2015	4681	4918	5168	5463	5779
	Effective 7/1/2016	4775	5016	5271	5572	5895
	Effective 7/1/2017	4871	5116	5376	5683	6013
Account Clerk	Effective 7/1/2015	4934	5184	5444	5764	6094
	Effective 7/1/2016	5033	5288	5553	5879	6216
	Effective 7/1/2017	5134	5394	5664	5997	6340
Administrative Specialist	Effective 7/1/2015	6062	6364	6683	7083	7510
	Effective 7/1/2016	6183	6491	6817	7225	7660
	Effective 7/1/2017	6307	6621	6953	7370	7813
Airport Operations Assistant	Effective 7/1/2015	6267	6580	6907	7322	7764
	Effective 7/1/2016	6392	6712	7045	7468	7919
	Effective 7/1/2017	6520	6846	7186	7617	8077
Aviation Graphics Specialist	Effective 7/1/2015	6455	6776	7117	7543	7993
	Effective 7/1/2016	6584	6912	7259	7694	8153
	Effective 7/1/2017	6716	7050	7404	7848	8316
Building Services Assistant	Effective 7/1/2015	4869	5116	5375	5684	6014
	Effective 7/1/2016	4966	5218	5483	5798	6134
	Effective 7/1/2017	5065	5322	5593	5914	6257
Computer Operator	Effective 7/1/2015	5123	5381	5661	5989	6328
	Effective 7/1/2016	5225	5489	5774	6109	6455
	Effective 7/1/2017	5330	5599	5889	6231	6584

JOB TITLE		Step A	Step B	Step C	Step D	Step E
Data Entry Operator	Effective 7/1/2015	4646	4856	5123	5410	5729
	Effective 7/1/2016	4739	4953	5225	5518	5844
	Effective 7/1/2017	4834	5052	5330	5628	5961
Eng Document Control Speclst	Effective 7/1/2015	6062	6364	6683	7083	7510
	Effective 7/1/2016	6183	6491	6817	7225	7660
	Effective 7/1/2017	6307	6621	6953	7370	7813
Graphic Artist	Effective 7/1/2015	5235	5500	5782	6117	6465
	Effective 7/1/2016	5340	5610	5898	6239	6594
	Effective 7/1/2017	5447	5722	6016	6364	6726
Marine Billing/Traffic Asst	Effective 7/1/2015	6062	6370	6691	7072	7477
	Effective 7/1/2016	6183	6497	6825	7213	7627
	Effective 7/1/2017	6307	6627	6962	7357	7780
Marine Statistics Clerk	Effective 7/1/2015	4984	5240	5504	5818	6153
	Effective 7/1/2016	5084	5345	5614	5934	6276
	Effective 7/1/2017	5186	5452	5726	6053	6402
Office Specialist I	Effective 7/1/2015	4681	4915	5160	5469	5798
	Effective 7/1/2016	4775	5013	5263	5578	5914
	Effective 7/1/2017	4871	5113	5368	5690	6032
Office Specialist II	Effective 7/1/2015	5358	5628	5908	6264	6640
	Effective 7/1/2016	5465	5741	6024	6389	6773
	Effective 7/1/2017	5574	5856	6144	6517	6908
Permit Tech - P/T	Effective 7/1/2015	37.09	38.95	40.97	43.31	45.81
	Effective 7/1/2016	37.83	39.73	41.79	44.18	46.73
	Effective 7/1/2017	38.59	40.52	42.63	45.06	47.66
Permit Technician	Effective 7/1/2015	6029	6333	6653	7036	7438
	Effective 7/1/2016	6150	6460	6786	7177	7587
	Effective 7/1/2017	6273	6589	6922	7321	7739
Port Computer Operator	Effective 7/1/2015	5150	5413	5686	6015	6362
	Effective 7/1/2016	5253	5521	5800	6135	6489
	Effective 7/1/2017	5358	5631	5916	6258	6619

JOB TITLE		Step A	Step B	Step C	Step D	Step E
Port Deliveryperson*	Effective 7/1/2015	4443	4664	4889	5177	5476
	Effective 7/1/2016	4532	4757	4987	5281	5586
	Effective 7/1/2017	4623	4852	5087	5387	5698
Port Engineering Technician I	Effective 7/1/2015	5500	5780	6065	6419	6789
	Effective 7/1/2016	5610	5896	6186	6547	6925
	Effective 7/1/2017	5722	6014	6310	6678	7064
Port Engineering Technician II	Effective 7/1/2015	6277	6582	6917	7320	7740
	Effective 7/1/2016	6403	6714	7055	7466	7895
	Effective 7/1/2017	6531	6848	7196	7615	8053
Port Human Resource Clerk	Effective 7/1/2015	5041	5293	5557	5875	6218
	Effective 7/1/2016	5142	5399	5668	5993	6342
	Effective 7/1/2017	5245	5507	5781	6113	6469
Port Office Equipment Assist	Effective 7/1/2015	5235	5500	5782	6117	6465
	Effective 7/1/2016	5340	5610	5898	6239	6594
	Effective 7/1/2017	5447	5722	6016	6364	6726
Port Office Equipment Tech	Effective 7/1/2015	5866	6163	6473	6847	7244
	Effective 7/1/2016	5983	6286	6602	6984	7389
	Effective 7/1/2017	6103	6412	6734	7124	7537
Port Senior Computer Operator	Effective 7/1/2015	5991	6295	6611	6994	7395
	Effective 7/1/2016	6111	6421	6743	7134	7543
	Effective 7/1/2017	6233	6549	6878	7277	7694
Port Senior Engineering Tech	Effective 7/1/2015	7351	7721	8115	8574	9078
	Effective 7/1/2016	7498	7875	8277	8745	9260
	Effective 7/1/2017	7648	8033	8443	8920	9445
Reception Dispatch Clerk	Effective 7/1/2015	4387	4613	4850	5117	5413
	Effective 7/1/2016	4475	4705	4947	5219	5521
	Effective 7/1/2017	4565	4799	5046	5323	5631
Relief Telephone Operator	Effective 7/1/2015	27.60	28.89	30.49	32.14	34.08
	Effective 7/1/2016	28.15	29.47	31.10	32.78	34.76
	Effective 7/1/2017	28.71	30.06	31.72	33.44	35.46

JOB TITLE		Step A	Step B	Step C	Step D	Step E
Research Technician	Effective 7/1/2015	7170	7532	7910	8368	8848
	Effective 7/1/2016	7313	7683	8068	8535	9025
	Effective 7/1/2017	7459	7837	8229	8706	9206
Senior AP Security/ID Spec	Effective 7/1/2015	5041	5146	5562	5887	6223
	Effective 7/1/2016	5142	5249	5673	6005	6347
	Effective 7/1/2017	5245	5354	5786	6125	6474
Senior Account Clerk	Effective 7/1/2015	5661	5938	6244	6603	6987
	Effective 7/1/2016	5774	6057	6369	6735	7127
	Effective 7/1/2017	5889	6178	6496	6870	7270
Senior Secretary/Assist Sec	Effective 7/1/2015	6598	6932	7279	7691	8134
	Effective 7/1/2016	6730	7071	7425	7845	8297
	Effective 7/1/2017	6865	7212	7574	8002	8463
Senior Telephone Operator	Effective 7/1/2015	5071	5304	5592	5888	6240
	Effective 7/1/2016	5172	5410	5704	6006	6365
	Effective 7/1/2017	5275	5518	5818	6126	6492
Telephone Operator	Effective 7/1/2015	4781	5006	5276	5555	5890
	Effective 7/1/2016	4877	5106	5382	5666	6008
	Effective 7/1/2017	4975	5208	5490	5779	6128
Wharfinger	Effective 7/1/2015	9300	9683	10178	10720	11286
	Effective 7/1/2016	9486	9877	10382	10934	11512
	Effective 7/1/2017	9676	10075	10590	11153	11742

Unit B

JOB TITLE		Step A	Step B	Step C	Step D	Step E
AP Grd Trans & Pkg Ops Spec	Effective 7/1/2015	5041	5293	5557	5875	6218
	Effective 7/1/2016	5142	5399	5668	5993	6342
	Effective 7/1/2017	5245	5507	5781	6113	6469
AP Ops Specialist, Air/Land	Effective 7/1/2015	7725	8114	8524	9015	9535
	Effective 7/1/2016	7880	8276	8694	9195	9726
	Effective 7/1/2017	8038	8442	8868	9379	9921
Airport Operations Specialist I	Effective 7/1/2015	5500	5780	6065	6419	6789
	Effective 7/1/2016	5610	5896	6186	6547	6925
	Effective 7/1/2017	5722	6014	6310	6678	7064
Airport Operations Specialist II	Effective 7/1/2015	6267	6580	6907	7322	7764
	Effective 7/1/2016	6392	6712	7045	7468	7919
	Effective 7/1/2017	6520	6846	7186	7617	8077
A/P Parking Lot Assist/Monitor	Effective 7/1/2015	21.98	0	0	0	0
	Effective 7/1/2016	22.42	0	0	0	0
	Effective 7/1/2017	22.87	0	0	0	0
AP Term Maint Coord	Effective 7/1/2015	7532	7910	8303	8781	9284
	Effective 7/1/2016	7683	8068	8469	8957	9470
	Effective 7/1/2017	7837	8229	8638	9136	9659
Carpenter	Effective 7/1/2015	7109	7412	7744	8136	8556
	Effective 7/1/2016	7251	7560	7899	8299	8727
	Effective 7/1/2017	7396	7711	8057	8465	8902
Custodian	Effective 7/1/2015	4828	5025	5216	5456	5706
	Effective 7/1/2016	4925	5126	5320	5565	5820
	Effective 7/1/2017	5024	5229	5426	5676	5936
Diver*	Effective 7/1/2015	8458	8883	9333	9870	10440
	Effective 7/1/2016	8627	9061	9520	10067	10649
	Effective 7/1/2017	8800	9242	9710	10268	10862

JOB TITLE		Step A	Step B	Step C	Step D	Step E
Engineering Assistant*	Effective 7/1/2015	6492	6828	7173	7572	8010
	Effective 7/1/2016	6622	6965	7316	7723	8170
	Effective 7/1/2017	6754	7104	7462	7877	8333
Equipment Systems Engineer	Effective 7/1/2015	7773	8146	8561	9048	9574
	Effective 7/1/2016	7928	8309	8732	9229	9765
	Effective 7/1/2017	8087	8475	8907	9414	9960
Fire Prevention Sys Engr	Effective 7/1/2015	7773	8146	8561	9048	9574
	Effective 7/1/2016	7928	8309	8732	9229	9765
	Effective 7/1/2017	8087	8475	8907	9414	9960
Gardener I	Effective 7/1/2015	4406	4590	4773	4988	5220
	Effective 7/1/2016	4494	4682	4868	5088	5324
	Effective 7/1/2017	4584	4776	4965	5190	5430
Gardener II	Effective 7/1/2015	5078	5336	5604	5921	6265
	Effective 7/1/2016	5180	5443	5716	6039	6390
	Effective 7/1/2017	5284	5552	5830	6160	6518
Gardener II (PT)	Effective 7/1/2015	29.34	0	0	0	0
	Effective 7/1/2016	29.93	0	0	0	0
	Effective 7/1/2017	30.53	0	0	0	0
Gardener III	Effective 7/1/2015	5984	6256	6560	6889	7259
	Effective 7/1/2016	6104	6381	6691	7027	7404
	Effective 7/1/2017	6226	6509	6825	7168	7552
Gardener III (PT)	Effective 7/1/2015	39.77	0	0	0	0
	Effective 7/1/2016	40.57	0	0	0	0
	Effective 7/1/2017	41.38	0	0	0	0
Lead Custodian	Effective 7/1/2015	5118	5327	5528	5782	6046
	Effective 7/1/2016	5220	5434	5639	5898	6167
	Effective 7/1/2017	5324	5543	5752	6016	6290
Lead Painter	Effective 7/1/2015	8457	8809	9213	9652	10138
	Effective 7/1/2016	8626	8985	9397	9845	10341
	Effective 7/1/2017	8799	9165	9585	10042	10548

JOB TITLE		Step A	Step B	Step C	Step D	Step E
Maritime Pub Wks/Rail Sfty Spe	Effective 7/1/2015	8825	9257	9741	10306	10897
	Effective 7/1/2016	9002	9442	9936	10512	11115
	Effective 7/1/2017	9182	9631	10135	10722	11337
Painter	Effective 7/1/2015	7978	8309	8692	9106	9565
	Effective 7/1/2016	8138	8475	8866	9288	9756
	Effective 7/1/2017	8301	8645	9043	9474	9951
Plumber	Effective 7/1/2015	8442	8826	9221	9696	10189
	Effective 7/1/2016	8611	9003	9405	9890	10393
	Effective 7/1/2017	8783	9183	9593	10088	10601
Port Electrician	Effective 7/1/2015	8289	8698	9119	9611	10136
	Effective 7/1/2016	8455	8872	9301	9803	10339
	Effective 7/1/2017	8624	9049	9487	9999	10546
Port Electrician (PT)	Effective 7/1/2015	52.81	55.43	58.07	61.28	64.58
	Effective 7/1/2016	53.87	56.54	59.23	62.51	65.87
	Effective 7/1/2017	54.95	57.67	60.41	63.76	67.19
Port Equipment Driver*	Effective 7/1/2015	7061	7407	7795	8241	8717
	Effective 7/1/2016	7202	7555	7951	8406	8891
	Effective 7/1/2017	7346	7706	8110	8574	9069
Port Equipment Mechanic*	Effective 7/1/2015	7128	7488	7868	8321	8809
	Effective 7/1/2016	7271	7638	8025	8487	8985
	Effective 7/1/2017	7416	7791	8186	8657	9165
Port Equipment Service Worker*	Effective 7/1/2015	5500	5780	6065	6419	6789
	Effective 7/1/2016	5610	5896	6186	6547	6925
	Effective 7/1/2017	5722	6014	6310	6678	7064
Port Lead Repro Equip Oper	Effective 7/1/2015	6048	6354	6677	7055	7465
	Effective 7/1/2016	6169	6481	6811	7196	7614
	Effective 7/1/2017	6292	6611	6947	7340	7766
Port Maintenance Leader*	Effective 7/1/2015	7061	7407	7795	8241	8717
	Effective 7/1/2016	7202	7555	7951	8406	8891
	Effective 7/1/2017	7346	7706	8110	8574	9069

JOB TITLE		Step A	Step B	Step C	Step D	Step E
Port Repro Equip Operator	Effective 7/1/2015	4965	5212	5478	5792	6128
	Effective 7/1/2016	5064	5316	5588	5908	6251
	Effective 7/1/2017	5165	5422	5700	6026	6376
Port Senior Equipment Mechanic*	Effective 7/1/2015	7895	8291	8709	9214	9749
	Effective 7/1/2016	8053	8457	8883	9398	9944
	Effective 7/1/2017	8214	8626	9061	9586	10143
Power Equipment Operator*	Effective 7/1/2015	7458	7777	8117	8520	8950
	Effective 7/1/2016	7607	7933	8279	8690	9129
	Effective 7/1/2017	7759	8092	8445	8864	9312
Semiskilled Laborer	Effective 7/1/2015	6338	6622	6889	7223	7588
	Effective 7/1/2016	6465	6754	7027	7367	7740
	Effective 7/1/2017	6594	6889	7168	7514	7895
Senior Engineering Assistant	Effective 7/1/2015	7532	7910	8303	8781	9284
	Effective 7/1/2016	7683	8068	8469	8957	9470
	Effective 7/1/2017	7837	8229	8638	9136	9659
Sr Surveying and Mapping Tech	Effective 7/1/2015	7532	7910	8303	8781	9284
	Effective 7/1/2016	7683	8068	8469	8957	9470
	Effective 7/1/2017	7837	8229	8638	9136	9659
Youth Aide Class "BB" (PETA Program)	Effective 7/1/2015	23.91	0	0	0	0
	Effective 7/1/2016	24.39	0	0	0	0
	Effective 7/1/2017	24.88	0	0	0	0

*Additional 3% for Class A or B License

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



PORT OF OAKLAND

LETTER AGREEMENT REGARDING SUSPENDED DRIVER'S LICENSE

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

Program Criteria (this is a voluntary program)

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

Affected Classifications (Local 790 Represented)

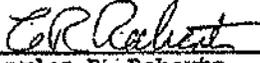
Airport Serviceman	Port Electrician
Carpenter	Port Equipment Driver
Custodian (some)	Port Equipment Mechanic
Deliveryman	Port Equipment Service Worker
Electrical Mechanical Technician	Port Maintenance Leader
Engineering Assistant	Port Senior Equipment Mechanic
Equipment Systems Engineers	Power Equipment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

APPROVED:

United Public Employees
Local 790, AFL-CIO

Port of Oakland

By: _____
Thomas Carr
Business Representative

By: 
Charles R. Roberts
Executive Director

UNITED PUBLIC EMPLOYEES
LOCAL 790

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

October 4, 1991

PAUL VARACALLI
Executive Director
MARGARET BUTZ SHELUDA
Deputy Executive Director
522 Grand Avenue
Oakland, CA 94610-3599
Phone (415) 465-0120
Fax (415) 481-6928
240 Golden Gate Avenue
San Francisco, CA 94102-3785
Phone (415) 673-8753
Fax (415) 567-6729

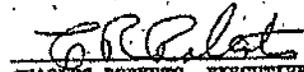
Re: SIDELETTER OF AGREEMENT-USE OF YOUTH AIDE
CLASSIFICATION FOR PERMANENT EMPLOYEES ON
TEMPORARY ASSIGNMENT (PETA) PROGRAM

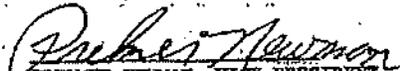
To confirm meetings between Local 790 and the Port of Oakland
regarding the Permanent Employees on Temporary Assignment (PETA)
Program; it is agreed:

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

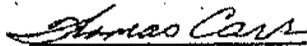
Signing of this sideletter will authorize the use and enforce-
ment of the Port of Oakland Driver's License (PETA) Program.


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


CHARLES ROBERTS, EXECUTIVE
DIRECTOR/PORT OF OAKLAND


PRELMER NEWMAN, VICE PRESIDENT
PORT OF OAKLAND CHAPTER-790


PAUL BELLAND, DIRECTOR OF
HUMAN RESOURCES/PORT OF OAKLAND


THOMAS CARR, BUSINESS
REPRESENTATIVE-LOCAL 790

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

A. CLASS DEFINITION

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

B. TYPICAL TASKS/DUTIES

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

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

C. KNOWLEDGE, SKILLS AND ABILITIES

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

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

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

D. PHYSICAL DEMANDS

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

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

E. WORK ENVIRONMENT

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

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

F. EDUCATION AND EXPERIENCE

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

G. OTHER CHARACTERISTICS

1. Eligible to participate in the PETA program.

JOB #:	10156
SALARY GRADE/SCALE:	8112A
STANDARD HOURS-DAY/WEEK:	7.5/Day-37.5/Week
JOB CLASS:	Exempt by Revolution
LEGAL SECTION:	00.18
FLSA:	Non-exempt
JOB CATEGORY (EEO-1):	Not specified
JOB GRADE:	Not specified
JOB TYPE:	Not specified
Classification Created: September 2, 1980 (Port Ordinance 2346)	

**ATTACHMENT 1
DECLARATION OF DOMESTIC PARTNERSHIP**



**State of California
Secretary of State**

FILE NO: _____

This Space For Filing Use Only

DECLARATION OF DOMESTIC PARTNERSHIP

Please read instructions on reverse side before completing form.

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

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

The representations are true and correct, and contain no material omissions of fact to the best of our knowledge and belief. Filing an intentionally and materially false Declaration of Domestic Partnership shall be punishable as a misdemeanor. (Family Code section 299(c).)

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

Mailing Address _____ City _____ State _____ Zip _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____ [SEAL]

SECRETARY OF STATE DP-1 (Rev. 01/2012)

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



**State of California
Secretary of State**

FILE NO: _____

(Office Use Only)

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

Instructions:

1. Complete and send to:
Secretary of State, P.O. Box 942877
Sacramento, CA 94277-6061
(916) 663-3984
2. There is no fee for filing this Notice of Termination of Domestic Partnership.
3. Both registered domestic partners must sign the same Notice of Termination of Domestic Partnership form pursuant to Family Code section 299(e)(1). The signatures can be acknowledged at different times by different notaries public as long as a separate certificate of acknowledgment is attached to the form.

We, the undersigned, do declare that:

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

Secretary of State File Number (if known): _____

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

NOTARIZATION IS REQUIRED

State of California
County of _____

On _____, before me, _____

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____ [PLACE NOTARY SEAL HERE]

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

NAME [_____]

ADDRESS [_____]

CITY/STATE/ZIP [_____]

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

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

Employee (taxpayer) Name: _____

Tax Year: 2012

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

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

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

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

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

Employee Signature

Date

ATTACHMENT 4
FAMILY MEDICAL LEAVE ACT (AN OVERVIEW)

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

HR - Payroll & Benefits Unit Responsibilities

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

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

FMLA/CFRA Packet

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

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

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

HR - Payroll & Benefits Unit Contacts

Stacie Chesnut
HR Supervisor (Payroll & Benefits)
(510) 627-3518
schesnut@portofoakland.com

Sara Evers (Boyer)
Port Assistant Management Analyst (LDA)
(510) 627-1439
severs@portofoakland.com

Fax: (510) 627-3511



PORT OF OAKLAND

**FAMILY AND
MEDICAL LEAVE ACT
AND
CALIFORNIA FAMILY
RIGHT ACT
(FMLA/CFRA)**

An Overview

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

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

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

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

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

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

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

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

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

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

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

Summary of Administrative Policy (AP 413)

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

Employee Responsibilities

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

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

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

Manager / Supervisor Responsibilities

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

In general, managers and supervisors must:

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

EXHIBIT E

From: Pulliam, Tabitha <TPulliam@oaklandca.gov>
Sent: Wednesday, August 8, 2018 1:16 PM
To: Millie Cleveland
Cc: Michael Mitchell; Preece, Gregory; Aaron, Denise; Alfonso Loera
Subject: RE: Civil Service Board-Hearing Request

Hi Millie,

This email serves as confirmation of your request to amend the Hearing form to include Rule 6.05 – Appeal of Probationary Release. I will process the form, and will notify the Secretary to the Board that your request has been received. Either I or another representative of the Board will reach out to you with further information.

Thank you so much for providing the documentation.

Tabitha

From: Millie Cleveland [mailto:millie.cleveland@seiu1021.org]
Sent: Wednesday, August 08, 2018 1:05 PM
To: Pulliam, Tabitha <TPulliam@oaklandca.gov>
Cc: Michael Mitchell <mmitchell@portoakland.com>; Preece, Gregory <GPreece@oaklandca.gov>; Aaron, Denise <DAaron@oaklandca.gov>; Alfonso Loera <alfonsoeduardo@msn.com>
Subject: RE: Civil Service Board-Hearing Request

Tabitha

The union is appealing the probationary release of Rosemary Arguello, Port Airport Operations Specialist I. The union will argue that her release violated 6.01, 6.04, and 6.05 of the Civil Service rules. Please note that I have amended the hearing request to include Rule 6.05. Please let me know if you need any additional information.

SEIU Local 1021 Union Field Representative Office (510) 350-4539 Cell (510) 710-0201

From: Pulliam, Tabitha [mailto:TPulliam@oaklandca.gov]
Sent: Thursday, August 02, 2018 10:22 AM
To: Millie Cleveland <millie.cleveland@seiu1021.org>; Millie Cleveland <millie.cleveland@seiu1021.org>
Cc: Michael Mitchell <mmitchell@portoakland.com>; Preece, Gregory <GPreece@oaklandca.gov>; Aaron, Denise <DAaron@oaklandca.gov>
Subject: RE: Civil Service Board-Hearing Request
Importance: High

Hello Millie,

I received a Hearing Request for/from Rosemary Arguello-Martinez (attached) and you are listed as her Representative. I am reaching out to you because I need clarification on the specific reason for the hearing/appeal request. I see rules 6.04 and 6.01 are cited, so I assume this is an appeal of probationary release or a performance evaluation appeal? You

can simple respond to this email with the clear reason and cited personnel manual rule for the appeal, and I will add it to the original Request form.

Thank you and my regards,

Tabitha

Tabitha Pulliam
City of Oakland
Human Resources Management Department
150 Frank Ogawa Plaza, 2nd Floor
Oakland, CA 94612

* 510-238-6619

* TPulliam@Oaklandca.gov

7 <https://www.oaklandca.gov/>

☺ Check out our Accolades: <http://bit.ly/GB3s8f>

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UNION ARGUMENT

Alfonso Loera
President, Port of Oakland Chapter, SEIU 1021

October 8, 2018

Civil Service Board
City of Oakland
150 Frank Ogawa Plaza, 2nd Floor
Oakland, CA 94612

Re: Appeal of Probationary Release by Port of Oakland Probationary Employee
Rosemary Arguello

To the Honorable Members of the City of Oakland Civil Service Board:

It is the belief of the Port of Oakland Chapter, SEIU 1021, that Ms. Arguello was wrongly released from employment from the Port of Oakland in violation of the rules and principals governing Civil Service employees under your purview. It is the belief of the Port of Oakland Chapter, SEIU 1021, that upon hearing the evidence presented you will find in favor of Ms. Arguello and make her whole for the improper actions taken against her.

First, we ask that you consider:
THE CHARTER OF THE CITY OF OAKLAND

*ADOPTED BY THE PEOPLE OF THE
CITY OF OAKLAND ON NOVEMBER 5, 1968*

*RATIFIED BY THE SECRETARY OF STATE
OF THE STATE OF CALIFORNIA AND
IN EFFECT JANUARY 28, 1969*

*AS AMENDED THROUGH AND INCLUDING
NOVEMBER, 2016*

ARTICLE IX - PERSONNEL ADMINISTRATION

Section 900. Personnel Policy.

- (a) It is the policy of the City that there shall be a comprehensive personnel system based on merit (Bold and underlining, Alfonso Loera (AL)) which considers diversity based upon the relevant labor pool as set forth in section 900(b). Such system shall be continued and

maintained for the purpose of providing an equitable and uniform procedure for dealing with personnel matters (AL); to serve the mutual interests of the people, the City as an employer and its employees through accepted modern concepts and practices of public personnel administration; to attract to municipal service the best and most competent person available; to assure that appointments will be based on merit and fitness as ascertained by practical competitive examination and by records of achievement; and to provide the employees security of tenure, with advancement or promotion within the service, where practicable, from among employees having appropriate qualifications, free of discrimination, subject to their adherence to established standards of performance and conduct, all as more particularly hereinafter set forth in this article. (AL)

Second, Personnel Manual – Adopted Civil Service Board April 20, 2017

INTRODUCTION

This Personnel Manual sets forth Personnel Rules of the Civil Service Board (hereafter “Rules”) which generally describe the employment relationship between the City of Oakland and its employees. These Rules apply to all City and Port of Oakland employees, except where otherwise indicated in these Rules, or where an applicable Memorandum of Understanding (“MOU”) specifically conflicts with a Rule, in which case the MOU provision shall govern. (AL) The competitive civil service consists of all employees who are not in positions exempted by action of the Civil Service Board or exempted by section 902 of the City Charter as it may be amended.

These Rules were established to conform with and be complementary to the City Charter. In cases of conflict between a Rule and the City Charter, the Charter shall prevail. (AL)

No person shall be discriminated against in any aspect of employment, including but not limited to, recruitment, examination, hiring, promotion and discipline, on the basis of race, color, religion/religious creed, marital status, national origin/ancestry, gender, gender identity, pregnancy, sexual orientation, physical or mental disability, medical condition, AIDS/HIV status, military or veteran status, age, citizenship or on any other status protected by federal, state or local law.

The City’s labor relations policies are governed by the Meyers-Milias-Brown Act (MMBA), Government Code section 3500 et seq. The City has enacted Employer- Employee Relations Resolutions which specify the City’s local rules, rights and obligations regarding labor relations. Under the City’s Employer-Employee Relations Resolutions (EERR) and the MMBA, the City recognizes certain employee organizations as the exclusive representative for purposes of labor relations. For represented employees, the City meets and confers with employee labor representatives regarding wages, hours and others terms and conditions of employment, and provides advance notice of certain matters as specified by the Employer-Employee Relations Resolutions. Whenever any amendments to these Rules fall within the scope of bargaining under the MMBA, EERR or other applicable laws, they shall be subject to meet and confer. (AL)

Section 7.01 - Establishment of Performance Evaluation System. A system of performance evaluation is established to provide a fair, impartial, and objective means for rating and

reporting the service and performance of each employee in the competitive civil service.
(AL)

The performance evaluation plan, embodying significant factors and factor degrees for the various classes of positions, shall have reference to the quality and quantity of work done, and other characteristics which shall be considered in rating and reporting the ability, performance and efficiency of the respective employee and the value of the employee to the City service. (AL)

The following rules and the supplemental manual of procedures and factors define the performance evaluation standards and procedures which shall be used in connection with eligibility for advancement, layoff, re-employment, promotion, demotion, dismissal from the service, or as a recommendation for reduction in pay within the salary range for the classification, and in other decisions relating to the status of employees. Such plan shall primarily be a means, whereby individual employees may regularly review their performance with their supervisors, and for ascertaining and encouraging the improvement in service by the employees, for recognizing superior performance, and in providing effective supervision of employees.(AL)

Section 6.01 – Probationary Period. Every person appointed or promoted to a permanent position in the competitive civil service after certification from an eligible list, shall serve a period of probation while occupying such position, which shall be considered a part of the test of fitness. (AL) Former employees who are re-employed under the provisions of these rules shall be required to serve a period of probation of six (6) months from the date of re-employment. The probationary period shall be an essential part of the selection process, and shall be utilized for the most effective adjustment of a new employee and for the removal or demotion of any probationary employee whose performance does not meet the required standard of performance. (AL)

Section 6.04 – Performance Rating During Probationary Period. Department heads shall file an approved report of performance at the end of the third and fifth months of employment for each employee serving a six-month probationary period. For probationary employees who have been required to serve a twelve-month probationary period, the department head shall file with the Personnel Director a report of performance for each employee at the end of the third, fifth, eighth, and eleventh months of employment. This section does not preclude the filing of additional reports at any other time during the employment of any individual.

Upon a favorable report, the appointment of the employee shall be deemed to be permanent at the expiration of the probationary period. In the event of an unfavorable report, the appointing authority shall notify the Personnel Director and the employee, at least five (5) working days in advance, that he/she will be removed from the position no later than the final date of the probationary period.

Section 6.05 – Removal or Demotion of Employee During The Probationary Period. At any time during the probationary period (AL)(entrance appointment to a classified position – one year; police officer – 18 months; entrance and restricted entrance appointment to a higher or equal classification – one (1) year; or a promotional appointment – six (6) months) an

employee may be removed from her/his current position by the appointing authority, provided that (AL):

- Upon removal by the appointing authority, such probationer's name shall be removed from the eligible list from which he/she was certified, and he/she shall be considered permanently separated from that position without right of appeal to the Board except as set forth in section 6.06. (AL)
- If the employee has served in the City in another position in the competitive civil service, the employee shall be notified in writing by the Personnel Department within five (5) working days of removal that he/she may be reinstated to the prior classification from which promotion was made. The employee has five (5) working days from date of notification to respond in writing, stating her/his wish to be so reinstated.
- Reinstatement to the former classification will be based on the circumstances of the removal from the most recent appointment during the probationary period and the employee's work record as determined by the appointing authority.
- If reinstatement is effected by the appointing authority, the employee shall be appointed to a vacant position in the former classification. If none is immediately available, it shall be the responsibility of the appointing authority to provide such a vacancy as expeditiously as possible without violating the rules of any applicable Memorandum of Understanding or the Personnel Manual concerning layoffs and without the necessity of creating an additional position.

Section 6.06 – Limited Rights of an Employee During Probationary Period. The right of an employee to appeal to the Board because of her/his permanent separation from her/his position during the probationary period shall be limited to the following:

- (a) Failure of the appointing authority to comply with section 6.04 of these Rules;
- (b) Failure of the appointing authority to comply with section 6.05 of these Rules;
- (c) Discrimination against an employee during such probationary period on the basis of race, color, religion/religious creed, marital status, national origin/ancestry, gender, gender identity, pregnancy, sexual orientation, physical or mental disability, medical condition, AIDS/HIV status, military or veteran status, age, citizenship or on any other status protected by federal, state or local law.

And, three, the MOU between the Port of Oakland and SEIU Local 1021:

7.A Probationary Period

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

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

What are the facts in this case?

One, Ms. Arguello was hired on November 20, 2017.

Two, Mr. Bailey and Mr. Flores were tasked with providing training to Ms. Arguello and another Airport Operations Specialist I (AOS I).

Three, Mr. Bailey completed a REPORT OF PERFORMANCE regarding Ms. Arguello in February 2018.

Four, on February 22nd Ms. Arguello was present for a meeting in the Airport Operations Center (AOC) regarding her first REPORT OF PERFORMANCE. In attendance were Mr. Evans, Mr. Bailey, Mr. Flores, and Mr. Duenas.

Five, as a consequence of the February 22nd meeting, Ms. Arguello submitted a written rebuttal to the REPORT OF PERFORMANCE. (See Attachment A)

Six, Ms. Arguello reached out to her superiors for guidance regarding how to resolve the contradictions in the REPORT OF PERFORMANCE and the facts that she knew of. None of Ms. Arguello's superiors responded to her.

Seven, Ms. Arguello received her second REPORT OF PERFORMANCE in April 2018. The REPORT OF PERFORMANCE was prepared by Mr. Duenas. Ms. Arguello's OVER-ALL RATING was ABOVE STANDARD. Keep in mind that Mr. Duenas was present at the meeting regarding Ms. Arguello's first REPORT OF PERFORMANCE. Mr. Duenas was aware of Mr. Bailey's concerns regarding Ms. Arguello prior to completing Ms. Arguello's second REPORT OF PERFORMANCE.

Eight, in July 2018 Mr. Estep completed Ms. Arguello's third REPORT OF PERFORMANCE. Ms. Arguello's OVER-ALL RATING was standard, however three of the seven categories were rated ABOVE STANDARD.

Nine, in attachment B you will find five letters in support of Ms. Arguello's employment written by five (5) Airport Duty Managers with whom Ms. Arguello has worked and would in the future work with.

Honorable Members of the Civil Service Board,
our City Charter is very clear Section 900. Personnel Policy.

- (a) It is the policy of the City that there shall be a comprehensive personnel system based on merit (Bold and underlining, Alfonso Loera (AL)) which considers diversity based upon the relevant labor pool as set forth in section 900(b). Such system shall be continued and maintained for the purpose of providing an equitable and uniform procedure for dealing with personnel matters (AL); to serve the mutual interests of the people, the City as an employer and its employees through accepted modern concepts and practices of public personnel administration; to attract to municipal service the best and most competent person

available; to assure that appointments will be based on merit and fitness as ascertained by practical competitive examination and by records of achievement; and to provide the employees security of tenure, with advancement or promotion within the service, where practicable, from among employees having appropriate qualifications, free of discrimination, subject to their adherence to established standards of performance and conduct, all as more particularly hereinafter set forth in this article. (AL)

It should be clear that the foundation stone of our City's Personnel Policy is merit. And if we add to the above: Section 7.01 - Establishment of Performance Evaluation System. A system of performance evaluation is established to provide a fair, impartial, and objective means for rating and reporting the service and performance of each employee in the competitive civil service. (AL)

The performance evaluation plan, embodying significant factors and factor degrees for the various classes of positions, shall have reference to the quality and quantity of work done, and other characteristics which shall be considered in rating and reporting the ability, performance and efficiency of the respective employee and the value of the employee to the City service. (AL)

The following rules and the supplemental manual of procedures and factors define the performance evaluation standards and procedures which shall be used in connection with eligibility for advancement, layoff, re-employment, promotion, demotion, dismissal from the service, or as a recommendation for reduction in pay within the salary range for the classification, and in other decisions relating to the status of employees. Such plan shall primarily be a means, whereby individual employees may regularly review their performance with their supervisors, and for ascertaining and encouraging the improvement in service by the employees, for recognizing superior performance, and in providing effective supervision of employees.(AL) We have fair, impartial, and objective means as foundation stones. But this is not all. The purpose of performance evaluations is 1) for ascertaining and encouraging the improvement in service by the employees, 2) for recognizing superior performance, and 3) in providing effective supervision of employees.

The Port of Oakland has stated that Ms. Arguello was released from employment because "at any time during the probationary period...an employee may be removed from her/his current position by the Executive Director or his/her designee..." Later Mr. Mitchell of the Port's Human Resources office would say that Ms. Arguello was released because "she was not a good fit." Section 6.04 of the Personnel Rules states: In the event of an unfavorable report, the appointing authority shall notify the Personnel Director and the employee, at least five (5) working days in advance, that he/she will be removed from the position no later than the final date of the probationary period. In the case of Ms. Arguello her last two reports were ABOVE STANDARD and STANDARD respectively.

The fact that Ms. Arguello received an unfavorable report at the initial phase of her probationary period, leaving to the side disputes regarding the same, does not change the fact that Ms. Arguello's subsequent reports were favorable. The purpose of the reports is to

encourage the improvement in service by the employee. In the MOU between the Port of Oakland and SEIU 1021 we find:

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

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

The second sentence in 7.A.1 is predicated upon a probationary employee having received an unfavorable last performance evaluation. The Port of Oakland's action with regard to Ms. Arguello, with favorable reports, is beyond comprehension.

For the above reasons we ask that you sustain Ms. Arguello's appeal and return her to Port of Oakland employ.

Sincerely,
Alfonso Loera
President
Port of Oakland Chapter, SEIU 1021

APPELLANT'S EVALUATIONS

Report of Performance

Rosemary Arguello

1. Skill

Ms. Arguello, your Airport Operations Specialist I (AOS I) skill level meets the standard established by the department for a new employee. Your understanding of the duties of the classification is improving. Your knowledge of the security access control system (C-Cure) and CCTV (Milestone) are improving. You answer incoming calls to the AOC in a professional manner and maintain a thorough shift log.

2. Knowledge

Ms. Arguello, your knowledge of Airport/Terminal Operations and the functions of the Airport Operations Center (AOC) meet the standard set by the department for a new employee. You have demonstrated the ability to apply the knowledge and skills obtained during your airline career. Your knowledge and understanding of the responsibilities of the AOS I position continue to grow.

3. Work Habits

Ms. Arguello, your work habits meet the standard established in performance factor 3. Your coordinator's logs are completed and submitted in a timely manner.

4. Relationship with People

Entering a new work environment can be challenging for many reasons and the adjustment period often varies from one employee to the next. The ability to work well with others is essential to your success as a Port employee. You have demonstrated difficulty with following basic directions from your training Supervisors and mentors. At times, you push back on information presented to you by the training team. For example, on January 8, 2018, you disrupted AirIT/AODB Gate Management training by openly expressing your dislike of the information I instructed your mentor to present to you. Your comments were viewed as an attempt to pressure your mentor to change the training agenda to include other AOC coordinator duties of greater interest to you. We discussed the incident during your January 16, 2018 coaching session. Your relationship with people is unacceptable and requires immediate improvement.

5. Learning Ability

Learning is a process where a specific skill or set of skills are transferred from one person to another. Your training Supervisors and mentors have been tasked with transferring their skill and knowledge of Airside Operations policies and procedures to you. A key component of the learning process is the ability to listen and follow instructions. You have demonstrated difficulty with listening and following instruction. You have been observed failing to follow policy/procedure as presented during the training process and attempting to perform tasks outside of the boundaries set by your training Supervisors. During your initial on the job training, I assigned you to the security position in the AOC. I instructed you to perform only security functions and associated dispatching. However, you were heard over the command radio dispatching the Equipment System Engineers to customer service related issues. On another occasion, you were observed coordinating with the Air Traffic Control Tower Supervisor. On both occasions, I instructed you to defer the non-security related duties that you were not

trained to perform to a fully trained coworker. You failed to follow my instructions. Your rating in this performance factor is unacceptable and requires immediate improvement.

6. Attitude

You come to work with enthusiasm and ready to perform the duties of an Airport Operations Specialist I. However, as mentioned under performance factor 4 and 5, there are times when you are unwilling to accept coaching to improve your performance. When challenged about why you failed to follow a policy, procedure or directive, you reference what "they" said. This has occurred on several occasions during AOS I training. In January, you failed to clear multiple security access control door alarms per Security Directive 602.6. When I coached you on the correct way to clear an alarm. You were unwilling to acknowledge that your decision to clear the alarm based on your CCTV observation did not comply with the directive. You are responsible for clearing every alarm in compliance with the Security Directive 602.6.

On January 26, I instructed you to attend Air IT/AODB (gate management software) training at 1:30pm. Earlier the same day, you requested permission to attend the 11:00am training session with a coworker and I denied your request. However, you attended the 11:00am training session anyway. You did not coordinate with your training mentor nor did you disclose to the trainer that your request to attend the 11:00 training had been denied. You do not meet the standard established for new employees in this performance factor. Your rating for attitude is unacceptable and requires immediate improvement.

7. Personal Fitness

You report for work on time and prepared to perform your duties. However, on February 8, I denied your request for leave for February 16 (day shift) because it was the last day of AOS I day shift training. You later requested and obtained authorization for approved leave for day shift from Airport Duty Manager Flores without disclosing that I already denied your request. You do not meet the standard in this performance factor. Your personal fitness is unacceptable and requires immediate improvement.

Summary

Your overall performance to date is unacceptable. The incidents described above in which you failed to follow instructions and directions provided by your Training Supervisors and mentors do not meet department expectations and is disappointing. Requesting time off from Airport Duty Manager Flores after being denied was unprofessional and dishonest. Your continued use of this tactic is particularly unsettling as you have been a Port employee for less than 90 days. You have proven that you are qualified for this position; however, this probationary period is the final part of the selection process where you demonstrate that you are "fit" for employment with the Port. Your continued employment with the Port is contingent upon immediate improvement in the Relationships with People, Learning Ability, Attitude, and Personal Fitness competencies.

Millie Cleveland

From: Rosemary Arguello <rosemary.arguello@gmail.com>
Sent: Friday, September 14, 2018 1:09 PM
To: Millie Cleveland
Subject: Fwd: Rebuttal to first evaluation

This is my rebuttal to the first eval which I did not sign.

Sent from my iPhone

Begin forwarded message:

From: Rosemary Arguello <rosemary.arguello@gmail.com>
Date: July 24, 2018 at 8:26:01 PM PDT
To: alfonsoeduardo@msn.com
Subject: Fwd: Rebuttal to first evaluation

Sent from my iPhone

Begin forwarded message:

From: Rosemary Arguello <rarguello.portoakland@gmail.com>
Date: March 15, 2018 at 6:51:01 AM PDT
To: Rosemary Arguello <rosemary.arguello@gmail.com>

Report of Performance Rebuttal

Rosemary Arguello

On February 22nd 2018, I was scheduled for a 6:10am meeting to be presented with my first three month evaluation. I was assuming this would be meeting that would be private and confidential, but it seemed as though my training supervisor made it a point to do the very opposite. The meeting did not start until 6:30am and it was done right in the very next room to where the entire operation is, as well as where all the staff assembles to start and finish our shifts. Immediately I felt uneasy, during my training Dion was always very aware of the shift changes times and how busy this particular room gets during these times. At first I dismissed this to be typical protocol for an evaluation meeting, but it actually became very embarrassing. Later I was made aware by Mr. Bailey; because he did this in while I was on shift that he actually took my training counterpart, Matt Santelises to his evaluation meeting at a private conference room in another building. He did this with only himself and Matt at 4:10am on a Thursday morning before he took a flight out of OAK. My meeting was with both of my training supervisors Dion Bailey, Francisco Flores also my now current supervisor James Duenas and Superintendent Darron Evans. To further add to my embarrassment, my

colleagues who needed to get to their lockers were being denied entry. During this time, I was presented with the same copy that all the other supervisors in the meeting had, and was instructed to read it in front of them as this made this situation even more uncomfortable. This entire meeting felt like it was staged to be very public and humiliating. But I continued on because after all, during my first three months of employment here I was commended repeatedly for jobs well done and what a quick learner I had been. So much so, that my superintendent was fast tracking us to be released into our own shifts as soon as possible. As I read my evaluation, I found it to be very critical; very personally charged, biased and full of malicious accusations. It was an unpleasant surprise to read such accusations since Matt and I were always told by Mr. Bailey that we were both on track and on the same level throughout our training but come to find out, Matt received a completely standard evaluation.

1. Skill – Under this category Mr. Bailey states that I meet the standard and that I do understand the duties of my classification. I concur with this statement. But I immediately noticed that the first three categories were very brief. Each being meets standard with what seem very generic comments.
2. Knowledge – Under this category Mr. Bailey states that I demonstrate the ability to apply the knowledge and skills that I have obtained during my airline career. I feel that he is referencing skills and knowledge that I have gained prior to me working here, instead of acknowledging the skills and information I have learned during my training period.
3. Work Habits – Under this category Mr. Bailey states that I meet the standards established for work habits. He follows this by stating that I complete and submit the coordinator's log in a timely manner. I believe this to be a very generic explanation as to how I "meet the standards" for this category since the coordinator's log is filled out during each shift by the two AOS I's that are on the desk. Also, during training we were only contributing small parts of the log, only when we were assigned on the job training for period of time.
4. Relationship With People – Under this category Mr. Bailey states that I have allegedly demonstrated difficulty with following basic directions from the training supervisors and my "mentors." He states that I "push back." This term that Mr. Bailey is using is very vague and it may definitely be taken out of context. In discussing this term during the meeting, we both agreed that I ask a lot of questions. He followed by saying that my questions may be worded as questions, but that they can be taken to be "push backs." I told him and everyone else in the meeting that I have always been taught to ask questions and it has never been taken to be challenges. I did notice that when we asked our other trainer, Francisco Flores questions, he was very attentive and more than willing to get us answers. This was not the same demeanor Mr. Bailey demonstrated during our training period.
He also references a conversation on a date where he was not present, stating that I expressed dislike to my "mentor" whom is actually another AOS I, Andrea Gomez. He continues by stating that I attempted to pressure her to change the

training agenda when in fact, she was the one who veered away from his training agenda. This is why I mention what Mr. Bailey had instructed us to do. He wanted us to do a very superficial introduction of the gate management system before lunch and after lunch we were to go back to our desk duties. But like I mentioned, Andrea took it upon herself to change his instructions for that day. He mentions that I did this in order to include doing other AOC duties that were of greater interest to me. How is this so? I have never mentions that I have greater interest in one aspect of my job over others. I cannot figure out how he came to this assumption. He closes this category by stating that he had a coaching session with me on January 16th, which in my notes show that I was at the desk for on the job training after he took me for a long walk from the AOC through the airport to his vehicle to hang his parking hang tag, then back through the terminal to visit his girlfriend at southwest baggage office, then back to the AOC. Most of the time he would take my training counterpart, Matt on one on one's regularly to private sit down area and I would be left on the desk or out on the field with an AOSII. His final statement to this category is that due to these examples my relationship with people is unacceptable and requires immediate improvement.

All the other categories from there on out are all below standard. There is a pattern of Mr. Bailey stating his point of view or observations and nothing more regarding the input of other ADM's whom Matt and I have trained and worked under, i.e. Nate Estep, Bob Shiner, Andrew Pabst, Will Kuna and OAS colleagues Donald Carreira which Mr. Bailey called our mentor also, Isela Rico, Hitesh Mehta, Samantha Barnes and our second trainer ADM Francisco Flores.

5. Learning Ability – Under this category Mr. Bailey states that I have demonstrated difficulties with listening and following directions. He gives man example, again of a time where he was not present, when I dispatched a duty that belonged to the customer service side and not the security/gate management side. In his explanation, he clearly states that this was during my initial on the job training in which we were just starting to identify which calls, phone or radio belonged to which desk. Not only that, but we were also taught to give each other visual cues when one desk was overwhelmed or busy with a call, the other would agree to take it in order to give the best customer service to our patrons and stakeholders. This, well as the other example he gave shocked me. To think that taking the initiative to assist and jump in when help is needed is then "observed" to be a negative and used to mark me below standard is extremely demoralizing and counterproductive. At this time, he did not defer any duty because he was not present to do so. The control tower example he gave, he was present, and he was watching me assist taking calls while Matt and Andrea made calls to accommodate Virgin Airline diversions from SFO. All of the information that was given to me over the phone I was passing on and distributing, as is don't in the Airport Operations Coordination Center. The only items that were off limits to us for a very long time into our trainings were medical calls and aircraft alerts. He ended with stating that my

rating in this category was unacceptable and that I require immediate improvement.

6. Attitude – For this category Mr. Bailey begins by stating that I come to work with enthusiasm and ready to perform the duties of my classification. He continues by stating that I am unwilling to accept coaching to improve my performance. This statement is 100 percent untrue. He mentions that I reference “they said” on several occasions, yet this per his own instructions. He wanted us to state exactly what was told to us and forward the exact same message.

Continuing on with his example, on the day that he said that I failed to clear multiple alarms he was asking me why I was clearing them. I told him that my AP11 told me that he had a visual on the door and he asked me to acknowledge. But this was not good enough for Mr. Bailey; he wanted me to demand to my AP11, who was Alfonso Loera, to go where I can actually see him on camera. Mr. Bailey references directive 602.6 Dispatch of Access Control System (ACS) Alarms where it states multiple was of resolving an alarm. The day, those alarms were effectively being dispatched in a very timely manner, what Mr. Bailey did not like was the way in which AOS II Alfonso Loera responded to them and this he expressed to us multiple times. But according to the directive, I did effectively resolve it by an in-person response of an airport or ACSO personnel. There is no verbiage on the time frame allotted to clear a door alarm. On this occasion I did have multiple alarms and they were dispatched as per the directive, what Mr. Bailey did not like was how long they were taking to get resolved and also how much time I was spending on the phone with each violator who called in to clear their door alarm. It was very apparent that the relationship between Mr. Bailey and some of the AOS II’s was not positive or cohesive. I believe that I was being pitted against employees that he didn’t like or had little respect for. Multiple times I was told by Mr. Bailey that I should refrain from being too social and friendly at lunch with Mr. Loera because this may be taken as a leeway to be playful with me during work. That was another one of the many odd, unprofessional statements made by Mr. Bailey during my training.

The other reference he made was for the Air IT/AODB (gate management software) training he scheduled for myself and Matt with Rolando Rogers. He scheduled myself to go at 1:30pm and Matt to go at 11am. That morning Matt and I discussed asking Mr. Bailey if it would be OK to attend together. We felt that since I have gate management experience and since I like to ask questions, it could benefit Matt if we went together. So I asked and Mr. Bailey simply said no because Ms. Rogers did not have enough space to train both of us at once. Matt left for his training, I stayed at the desk. A couple of minutes later I picked up a call from Ms. Rogers asking me why were we scheduled separately and if I wanted to join. I told her I didn’t know, so she asked me who my AP10 was. I told her it was Nate and she asked me to transfer her to him. A minute later Nate comes out and asks me if I know what she was talking about, I said I do. Then he told me to go and even gave me permission to drive a vehicle over.

When I got there, Ms. Rogers asked why he scheduled us like that, I told her exactly what Mr. Bailey said to us that there wasn't enough room for all three of us. She said that that was not true, that she never said that, and to just have the joint training with her but to not mention it because she didn't want us or her to get in trouble.

During the meeting I told everyone there how all of that happened and I asked Mr. Bailey if he had spoken with Ms. Rogers about how that day actually went, he hesitantly said that he did. Yet, in the evaluation he mentioned that I did not disclose to Ms. Rogers that he had already said no to the joint training that morning. This statement is not true since Ms. Rogers instructed us to not mention it. He refers to this date as another example as to how I don't follow directions from my mentor or trainer. Yet, I was taking direction from my trainer that day, which was Ms. Rogers since he was not going to be present past 10am. And in the previous example he stated in category 4, I was speaking up about how my mentor was deviating from the directions he set in place for us. The day I listen to my trainer without asking questions, he feels that my actions were unacceptable. I feel like all Mr. Bailey has done is set up traps for me to fall into. I feel like it is his way of setting me up for failure, when all I can do is do what he asks me to do, yet it is always wrong. I feel extremely demoralized, bullied and belittled,

7. Personal Fitness – For this category Mr. Bailey begins by stating that I report to work on time and prepared for my duties. He continues on by referencing an incident where he stated that I needed to attend the last day of training which was also my first day of being released to report to work that same evening. So I would be expected to complete training and start my bided shift eight hours later. First and foremost, when he presented me with the news that we were now being released into our shifts, he neglected to disclose all of the information pertaining to this release. I had to ask and ask and ask questions to finally come to the conclusion that the last day of training was Friday morning February 16th day shift and that my first day of work was February 17th graveyard shift. This meant that I was expected to go home after training for 8 hours then come back to my first day on the job at 11pm. This worried me because I did not want to show up at my first day on graveyard shift exhausted. Before this day, he had stated that we would have a day or two off before going into our shifts. But this only turned out to be true for Matt, not myself due to my scheduled days off. During this time, I kept asking Mr. Bailey if there was anything I can do, we can do in order to make this an easier transition for me, he kept saying no. So I took the schedule that he printed out for me and said OK. A small time later Mr. Bailey came to my desk and told me that I could take off Saturday night, Sunday night or even Monday night off. But not the last day of training. Now, I want this to be very clear, that I have never missed a day of training since day one. Not one day during the three months full of pertinent training information, yet my training counterpart requested and was approved leave without pay for an entire week off. That day I went there feeling very

discriminated against and treated unfair. The next day I asked the other training manager, Francisco Flores if it was necessary to attend the last day of training and if there was any special test or testing that I needed to be there for. He said no on more than one occasion. So I spoke with him about taking the last day of training off and he approved it without any issues. In the evaluation he refers to Mr. Flores as Airport Duty Manager, but Mr. Flores was in fact just as equally my trainer. The fact that Mr. Flores saw absolutely no issue with me taking that day off and Mr. Bailey did not want me to take that day off felt very personal. If they are both my trainers, how do they have two different opinions or schedules of training? He claims that I did not disclose the fact that he did not want me to take the last day of training off, but yet neither did he. And what reason would he have had, being that he wasn't going to be there on Friday and Mr. Flores was.

In his summary, and yes I am saying his, because this entire evaluation has been full of personal thoughts and opinions from Mr. Bailey rather than factual observations and input from all other individuals involved, he states that my overall performance is unacceptable. He states that my actions described above show that I do not meet the department's expectations. He states that requesting time off from my other trainer was dishonest and unprofessional, yet how professional and honest are my trainers that between the two of them, they were not able to sort out details of our trainings and this situation displays one of the multiple occasions this happened. I do want to say that I went with my impulse and felt that if there was nothing I would miss on the last day of training, and then it would be better to miss that than my first day of work. I did not intend any malice with my decision as well as I also had the means for taking a day off (floating holiday.)

In all, I strongly believe that this evaluation is absolutely not a reflection of me or my work ethics. I get along with every single person that I have come into contact with since being here. I also believe that creating negativity between coworkers, my "mentor" Andrea and I, is quite unprofessional and displays improper motivations on Mr. Bailey's behalf. These statements I believe have no rational connection to the kind of work I have displayed, as well as how well and quickly I was able to learn from all of my trainings and trainers despite some of the negativity I went through.

**CITY OF OAKLAND
REPORT OF PERFORMANCE FOR PROBATIONARY EMPLOYEE**

Name Rosemary Arguello

Date of report 4/06/2018

Class title Airport Operations Specialist 1

Code number 10705

Agency Port Of Oakland

- FIRST
- SECOND
- THIRD
- FINAL

To the best of my judgment, the ratings checked on this report, indicate how well you have been learning and doing your work during the Probationary period. The ratings and comments on the copy you receive are the same as shown on the copies I am forwarding.

RATINGS ARE INDICATED BY "X" MARKS

PERFORMANCE FACTORS-RATE AT LEAST 7 OR MORE FACTORS BUT ONLY THOSE RELATED TO THE JOB.

1. **SKILL** - Expertness in doing specific tasks; accuracy; precision; completeness; neatness; quantity.
2. **KNOWLEDGE**-Extent of knowledge of methods, materials, tools, equipment, technical expressions and other fundamental subjects matter.
3. **WORK HABITS** - Organization of work; care of equipment; safety considerations; promptness; industry; attendance; tardiness.
4. **RELATIONSHIPS WITH PEOPLE**-Ability to get along with others; effectiveness in dealing with the public, other employees, patients or inmates.
5. **LEARNING ABILITY**-Speed and thoroughness in learning procedures, laws, rules and other details; alertness; perseverance.
6. **ATTITUDE**-Enthusiasm for the work; willingness to conform to job requirements and to accept suggestions for work improvement; adaptability.
7. **PERSONAL FITNESS** - Integrity; sobriety; emotional stability; physical condition; appearance and habits.
8. **ABILITY AS SUPERVISOR** - Proficiency in training employees and in planning, organizing, laying out and getting out work; leadership.
9. **ADMINISTRATIVE ABILITY**-Promptness of action; soundness of decision; application of good management principles.
10. **FACTORS NOT LISTED ABOVE** -

	UNACCEPTABLE Improvement is Urgently Needed	SHORT OF STANDARD Need to Improve	STANDARD Thoroughly Competent	ABOVE STANDARD Exceptional Performance	OUTSTANDING Distinctly Superior
1				✓	
2				✓	
3			✓		
4				✓	
5			✓		
6				✓	
7			✓		
8					
9					
10					
ER-ALL RATING				✓	

ER-ALL RATING - The over-all rating must be consistent with the factor rating and comments (check one).

SUPERVISOR'S COMMENTS TO EMPLOYEE - Supervisors must make written comments on all factors rated above even though the ratings are Standard. Written suggestions on to how work performance can be improved must also be made when needed. Use additional sheets if more space is needed.)

I RECOMMEND THAT YOU BE GRANTED PERMANENT STATUS. (To be checked on final report; employee must be notified if rejected.)

Signature of RATER _____ Title Airport Duty Manager Date 04/06/2018

In signing this report, I do not necessarily agree with the conclusion of the rater.

I wish to discuss this report with the Reviewing Officer of my Department.

Signature of EMPLOYEE _____ Date _____
I agree in the ratings given by the rator. I have made no change in the report.

As requested, Reviewing Officer discussed report With employee.

Signature of AGENCY REVIEWING OFFICER _____ Date _____ Signature _____ Date _____

Report of Performance for Probationary Employee

Rosemary Arguello AOS 1

April 6, 2018

1. For this reporting period (February 16 – April 6), Ms. Arguello's Skill and expertise in doing specific tasks, accuracy and precision is above standard. On February 19, while working the Graveyard Shift, Ms. Arguello was vigilant and thorough in researching a door alarm violation. Ms. Arguello demonstrated that she is very proficient and comfortable using Milestone and C-cure systems especially in one particular incident. One incident that comes to mind was when Ms. Arguello verified that a TSA agent committed a security door violation. She demonstrated that she was knowledgeable in security protocols and observed a TSA agent who did not follow the sight and sound escort procedures. Ms. Arguello researched and investigated C-cure footage to verify that the offender did not follow through with security procedures. Ms. Arguello demonstrated that she was capable of following through with security violation procedures and issued the offender a citation.

Another example where Ms. Arguello's Skills exhibited to be above the department's standard was on March 30, 2018. On this date, Ms. Arguello was working the desk and assisted worried passengers in locating their missing grandmother. In this incident, Ms. Arguello went beyond the call of duty and used all of her resources available to her. For her work regarding this incident, the Assistant Director of Aviation recognized her. Per the Assistant Director of Aviation, *"thank you for your high level of commitment to the safety and aid of our passengers and their loved ones. You demonstrated your skills in analysis and creative problem solving, as well as your technical abilities, and ability to work with our many partners and be persuasive. I can only imagine how comforting it was for the family to know you and ACSO were there for them."* The Swing Shift Supervisors advised that they have observed this skill and work ethic as well while Rosemary was working the Swing Shift prior to being released to the Graveyard Shift.

2. Ms. Arguello's knowledge of the methods, materials, tools and equipment is above standard during this reporting period. Ms. Arguello not only demonstrated that she has solid knowledge of the security protocols; she has proven that she is fully capable of performing all job functions.
 - a. On February 23, (a week after being released from training), Ms. Arguello was assigned to work the Airport Operations desk alone. On this day, she demonstrated that she has the ability to handle all desk functions with little supervision and without the assistance of another AOS 1.
 - b. On March 19, Ms. Arguello utilized her knowledge of the emergency notification system (Everbridge) to send out notification of the power outage at the North Field of the Airport. Swing Shift Supervisor (Estep) advised that Ms. Arguello handled all incoming calls without any problems.
 - c. On March 27, Ms. Arguello assisted with the vehicle accident that had a major impact on vehicle/ passenger traffic on in-bound Airport Dr. Ms. Arguello was scheduled to cover the desk while the Day Shift AOS 1's were in Shoretel training. After Ms. Arguello was relieved at the desk, she assisted with crowd control and passenger way finding during the incident. Ms. Arguello's hard work and dedication was recognized by the Airport Duty Manager (Kuna) during the incident and later by the Assistant Airport Director (see attached email).
3. For this reporting period, Ms. Arguello is marked as standard. Ms. Arguello has shown up to work every night early to get a thorough debrief and relieve the Swing Shift AOS 1's. Ms. Arguello has zero sick calls for this reporting period and has always shown up early for her graveyard shift.
4. Ms. Arguello is marked above standard in the relationships with people category. Ms. Arguello gets along well with all of her co-workers and colleagues in various departments. Ms. Arguello's effectiveness in dealing with the public is above standard. On March 30, Ms. Arguello assisted a family in locating a missing family member. In this incident, Ms. Arguello went beyond her duties and was able to utilize all of the

tools available to her to find information to assist in locating the whereabouts of the missing passenger. Ms. Arguello suggested that the family text a picture of the passenger to her personal cell phone. From this picture, Ms. Arguello was able to use the flight information and use the Milestone system to see if the missing person came off the aircraft. Once Ms. Arguello verified the missing person arrived to OAK , she was able to follow her whereabouts via Milestone and also use C-cure to identify who the employee was that last assisted the missing passenger to the baggage carousel and then to the curb. This enabled Ms. Arguello to locate and question this employee to determine the last sight of the passenger at the airport. This was a key component to Alameda County Sheriff's Office (ACSO) investigation, which also gave the family some comfort.

5. Ms. Arguello's learning ability is rated as standard for this reporting period. On March 18, Ms. Arguello volunteered to assist in the weekly training on the Graveyard shift. Ms. Arguello read and reviewed AC 150/5370-2G: Operational Safety on Airfield Construction Chapter 2 for the Airside staff. Since being trained on how to complete the CCTV weekly discrepancy log, Ms. Arguello has become proficient and has helped her colleagues complete the weekly task.
6. Ms. Arguello is above standard for the attitude category. She appears happy to be at work. She readily accepts instructions from her Supervisor and has a willingness to conform to job requirements. On March 23, I had instructed Ms. Arguello to pick out two random passengers from the TSA queue lines from each terminal. I instructed her to monitor and see how long it took those passengers to be vetted through security. She has performed this irregular detail several mornings upon my request without any hesitation. Since being a part of the graveyard shift, one night Ms. Arguello had coordinated to bring in a specialty dish to share with the graveyard shift. This small gesture really got the team ready for the night and made everyone feel like a team. Just another reason why Ms. Arguello is an asset to the Graveyard shift team.

7. For the personal fitness category, Ms. Arguello ranks as standard. She is observed to have integrity, sobriety, emotional stability, good physical condition and appearance.

CITY OF OAKLAND
REPORT OF PERFORMANCE FOR PERMANENT EMPLOYEE

Name Arguello Martinez, Rosemary

Date of report 15 Jul 2018

Class title Airport Operations Specialist 1

Code number _____

Agency Airside Operations

To the best of my judgment, the performance ratings as checked on this report, indicate how well you have been performing your duties since your last report. The ratings and comments on the copy you receive are the same as shown on the copies I am forwarding.

PERFORMANCE FACTORS-RATE AT LEAST 5 OR MORE FACTORS BUT ONLY THOSE RELATED TO THE JOB.

1. **QUALITY OF WORK** - The acceptability of work performed, accuracy, precision, completeness and neatness of work.
2. **QUANTITY OF WORK** - The amount of work performed by employee in relation to the amount established as standard for position.
3. **DEFENDABILITY** - Ability to do the job without undue supervision, to complete work within a reasonable time, to meet deadline.
4. **WORK HABITS** - Extent employee uses care in performing his duties, organization of work, safety, care of equipment, punctuality, industry, attendance, tardiness.
5. **COOPERATION AND RELATIONSHIPS WITH PEOPLE** - Ability to get along with others, effectiveness in dealing with public, other employees.
6. **INITIATIVE AND INGENUITY** - Self-reliance, resourcefulness, willingness, and ability to accept and carry out responsibilities.
7. **ANALYTICAL ABILITY** - Thoroughness and accuracy of analysis of data, facts, laws and rules.
8. **ABILITY AS SUPERVISOR** - Proficiency in training employees and in planning, organizing, laying out and getting out work; leadership.
9. **ADMINISTRATIVE ABILITY** - Promptness of action; soundness of decision; application of good management principles.
10. **FACTORS NOT LISTED ABOVE** - (use additional sheets if needed).

RATINGS ARE INDICATED BY "X" MARKS

	UNACCEPTABLE Improvement is Urgently Needed	SHORT OF STANDARD Need to Improve	STANDARD Thoroughly Competent	ABOVE STANDARD Exceptional Performance	OUTSTANDING Distinctly Superior
1			✓		
2			✓		✓
3			✓		
4				✓	
5				✓	
6			✓		
7				✓	
8					
9					
10			✓		
OVER-ALL RATING - The over-all rating must be consistent with the factor rating and comments (check one).			✓		

SUPERVISOR'S COMMENTS TO EMPLOYEE - (Supervisors must make written comments on all factors rated above even though the ratings are Standard. Written suggestions on to how work performance can be improved must also be made when needed. Use additional sheets if more space is needed.)

1. Ms. Arguello is diligent about completing required forms such as the daily log, alert reports, and engine reports. Gate changes are administered accurately and communicated effectively to tenants. Customer service calls are handled in a professional and pleasant manner.
2. Ms. Arguello has demonstrated capability to handle large volumes of telephone and radio calls.
3. Ms. Arguello asks for assistance and advised an ADM when appropriate, but has shown the ability to work well without unnecessary supervision, follow up on facility service calls to ensure completion, and submit required forms the ADM before end-of-shift.
4. Ms. Arguello brings excellent work habits to OAK. Her attendance is timely and reliable, and she routinely fills overtime vacancies at a rate that exceeds any of her peers. Work is neat and easily trackable, which assists co-workers when she leaves for break and at end-of-shift.
5. Ms. Arguello has an exceptional interpersonal manner and gets along well with other AOC staff. She has built strong, cooperative relationships with a number of the airline tenants she regularly communicates with, and has followed up with face to face meetings with some.
6. Ms. Arguello performs work assignments without complaint, and can be counted on to complete assigned tasks.
7. Ms. Arguello proactively looks at gate conflicts at the start of her shift, identifies potential conflicts, and offers solutions to her supervisor for approval. She is aware of gate rules, gate fit requirements, and continuously monitors factors such as delayed boarding, late tows, etc. Ms. Arguello also has demonstrated competency on CCURE and Milestone systems and is able to quickly research door violations and miscellaneous incidents in order to provide additional information to the ADM or AOS 2 in the field.
10. Ms. Arguello is clearly an asset to Airside Operations. She is still learning some of the nuance of whom to call for outlier incidents, such as landside utilities, North Field issues, tenant facilities issues, etc. However, she knows to ask for help when she is unsure. She is becoming more adept at Everbridge notifications, but this will develop with time.

Signature of RATER _____

Title _____

Date _____

In signing this report, I do not necessarily agree with the conclusion of the rater.

Signature of EMPLOYEE _____

Date _____

I wish to discuss this report with the Reviewing Officer of my Department.

I agree in the ratings given by the rater. I have made no change in the report.

As requested, Reviewing Officer discussed report With employee.

Signature of REVIEWING OFFICER _____

Date _____

Signature _____

Date _____

LETTERS OF SUPPORT

September 16, 2018

To Whom it May Concern,

My name is Nate Estep. I am an eleven-year Airport Duty Manager (ADM) at Oakland International Airport, currently assigned to swing shift. I was the direct supervisor of Ms. Rosemary Arguello for the three months beginning April 14, 2018.

Neither my manager nor superintendent have shared with me the reason for Ms. Arguello's termination from the Airport Operations Specialist 1 (AOS1) position, other than words to the effect of "it was an HR decision for a cause unknown."

I present this letter to express what an exemplary employee Ms. Arguello was to our operation.

During Ms. Arguello's time on the midnight shift, and under the supervision of ADM James Duenas, she was already proving herself an asset to the department on an ongoing basis. Ms. Arguello regularly volunteered to fill staffing vacancies on all three shifts, working under the supervision of each of the 8 ADMs, and with all of the other Operations Specialists. By taking on these extra assignments, she broadened her overall airport experience and quickly became adept at the position.

Rosemary was highly skilled at the customer service aspects of the AOS1 position. She spoke politely and respectfully, and listened well, to customers and tenants phoning in to the Airport Operations Center. She asked questions of me or other employees when she did not know an answer. She took good notes, offered thoughtful suggestions, and never became outwardly flustered. She took a genuine interest in assisting our customers in need, an innate empathetic trait that can't easily be taught.

It was apparent Ms. Arguello took her training seriously. She dispatched door alarms quickly and "by the book," was good at other aspects of the position such as preparing emergency notifications, requests for medical response, terminal paging, logging of engine runs, dispatching of custodial and facility requests, and reports of spills. She asked the ADM in instances when permission was required, and notified the ADM when only notification was warranted. In other words, she grasped many of the finer points of the job, and as the Duty Manager, I never felt the need to worry about Rosemary performing critical functions without my knowledge.

When Rosemary Arguello came to my shift in April, her prior supervisor expressed nothing but accolades, and no concerns. Rosemary quickly honed her skills on gate management, which is a core function for the afternoon crew. The busy summer travel season, combined with limited international and wide body gates, and the dynamics of airline scheduling and delays, make this position particularly challenging for all of us.

Rosemary not only excelled at this critical function, but was proactive in a way that outshined all of her co-workers. She quickly spotted potential gate conflicts and suggested preemptive changes to minimize customer impacts. She picked up the quirks of our ground handlers and could gauge who would delay and who would move quickly. She utilized video cameras to track tenant pushback tug movements and guess who was going to tow off of a gate next. She noted when aircraft were left a gate "dark" with no personnel near them, and followed up with calls the the airlines to remind them to move *before* a gate conflict occurred. He friendly telephone demeanor, and relationships she established with tenants, made the task of telling an airline that we're changing their gate more bearable for all involved. If Rosemary was handling gate assignments on a busy night, I found myself much more relaxed than I am with any of the current cadre of Operations Specialists.

Ms. Arguello was reliable. She came to work on time. She didn't call in sick. She regularly filled vacancies on other shifts. She didn't submit last minute time off requests. Without question, Rosemary was a model employee. I heard nothing but praise from my fellow Airport Duty Managers. From my vantage, she got along very well with the other Specialists she regularly worked with on all three shifts, and was regarded as an integral part of the team. With Rosemary, there was no drama, no attitude, no game play -- just an aura of professionalism and pleasantness.

On July 8 of this year, I submitted her performance evaluation to the Operations Superintendent, Darron Evans, to review and approve. I rated Ms. Arguello with a mix of "Thoroughly Competent" and "Exceptional Performance." Mr. Evans acknowledged this and did not express any objections to my judgement.

Ms. Arguello's mysterious departure cast a notable, dark pall of uncertainty and mistrust over our department. There are many questions and no answers on why a promising young employee was treated this way. Her being provided the opportunity to defend herself and seek reinstatement gives me hope.

I voluntarily write this as a witness to the professional character of Rosemary Arguello and her time under my supervision, in the anticipation we see her return as the asset to our operation that she once was.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read "Nate Estep", with a large, sweeping flourish at the end.

Nate Estep
Oakland, California
(510) 842-7842

To: Whom it may concern

Character witness statement for Rosemary Arguello from Feb. 16, 2018- April 6, 2018

My name is James Duenas, Airport Duty Manager for the Port of Oakland on the Graveyard shift. Rosemary Arguello reported to me directly from February 16- April 6, 2018. During this time Rosemary had proven to be an exceptional employee. She was an asset to the graveyard shift and we were all sad to lose her when she was taken off the graveyard shift and re-assigned to the swing shift.

Rosemary has demonstrated that she has strong communication skills. She can precisely communicate messages to me and assist in executing the plan as directed. She is a great asset to the Airside Operations team because she has a genuine concern for our tenant's and passengers. There are numerous occasions where Rosemary had gone above and beyond her duties as an Airport Operations Specialist 1 to provide our customers and tenants the best customer service possible. Rosemary was a key component to re-uniting a family with a lost family member who came off a flight at the Oakland Airport. Rosemary suggested to the family to text her a picture of their lost family member to her cell phone so that she may use what tools available to her to locate this individual. At the end of the day the family was grateful to be re-united with their loved one. Rosemary's tenacity to see incidents / events through to the end make her an asset to the Airport Operations department.

During the time period of which Rosemary reported directly to me, I had no issues what so ever. My experience working with Rosemary had always been positive. She took directions well and was very keen to the graveyard shift's operations. I observed Rosemary to be very polite to her co-workers and to tenants and passengers on the phone. Rosemary volunteers to take on additional projects and trainings. The traits that she possesses make for an ideal employee for the position of Airport Operations Specialist 1.

Best Regards,

A handwritten signature in black ink that reads "James Duenas". The signature is written in a cursive style with a large, sweeping initial "J".

James Duenas

Joseph R. Orcutt

One Airport Drive, St 45

Oakland, CA 94621

16 September 2018

Civil Service Board

Hearing Room 1

One Frank Ogawa Plaza

Oakland, CA 94612

To: The Honorable Civil Service Board

Dear Chairman and fellow board members:

I've been a colleague of Rosemary Arguello for approximately 8 months in the capacity of a duty supervisor observing her workplace actions while assigned to the midnight shift at Oakland International Airport (Port of Oakland employer). While not her direct reporting supervisor, I supervise her classification.

After her initial training period and upon her assignment to the midnight shift, I directly observed her behaviors and tasks to conduct airport operations as an Airport Operations Specialist I. In line with her duties, it was my pleasure to work with her as she followed the guidance provided to her and obeyed any additional instruction I may have provided to coordinate or complete tasks associated with coordination with our tenants or vendors. In doing so, she appeared to enjoy her work assignments/tasks and provided the necessary info to me when a required decision needed to be made (regarding aircraft gate usage, security door openings, fire alarm reporting/responding, etc). She has a pleasant voice when conducting telephone transactions and seem to meet any expectations regarding customer interactions. I had never received any customer complaints from patrons who inter-acted with Ms. Arguello. On a daily occasion, she greeted co-workers with a smile and always exchanged pleasantries, bringing rare light into our darkly lit and drab inner-workplace as a communications center.

Ms. Arguello provided excellent service to our callers, and worked well with her co-workers and to my knowledge, her supervision. She has great communication skills and provides information when needed without reservation. This is a highly desired skillset among this classification and it was my distinct pleasure to work with her.

Sincerely,



Joseph R. Orcutt

16 September 2018

Civil Service Board, City of Oakland, California
Lionel J. Wilson Building
150 Frank Ogawa Plaza
2nd Floor
Oakland, CA 94612

To whom it concerns,

This letter is written in support of Rosemary Arguello's character as well as to further document the work ethic, performance, and interpersonal skills that I witnessed first-hand as a supervisor while Rosemary worked on shift as an Airport Operations Specialist I at the Oakland International Airport.

I am still unaware of the details which led to the decision to not continue Rosemary's employment with the Port beyond her probationary period. That said, when I was made aware of the decision by my colleagues, it was shocking. When Rosemary was on shift, she was competent, confident, and always receptive to learning new skills and techniques to continue to grow in her position. In my experience, Rosemary seemed to learn the core functions of her position well while in training and quickly excelled when she came to my shift. She proved herself able to effectively and efficiently work both independently and in a team environment. In a team environment, I observed Rosemary to be positive, engaging, and fair in sharing the balance of workload. When working with people outside of the organization such as tenants, airlines, and passengers I witnessed Rosemary to be helpful, fair but firm, and focused on protecting the interests of the Port while still striving to provide a high level of service and solve the problem or issue at hand. Overall, I can say with confidence that Rosemary's work on my shift was consistently at or above the satisfactory level for her position.

Thank you.

Best regards,



Andrew S. Pabst, C.M., ACE
Airport Duty Manager
Oakland International Airport
apabst@portoakland.com
510-320-2147

Honorable Members of the Board,

My name is William Kuna and I have proudly served as a Manager on Duty and Airport Duty Manager for the Port of Oakland (Port) for the past 13 years. Before that I served as Airport Operations Specialist and Manager on Duty for Norman Y. Mineta San Jose International (SJC) Airport for 10 years. During that time, I have come to meet many fellow employees for the Port and SJC and have come to appreciate some for their skills, others for their tenacity as well as disappointed with some for their negative dispositions. I was shocked and very disappointed when I came to find out that Mrs. Rosemary Arguello had been terminated.

I worked with Mrs. Arguello on multiple occasions and can sum up her performance while under my supervision by saying "She gets it". This is the highest praise I can give someone working in Operations. This is a difficult and thankless job most of the time. When you do a job well done it goes mostly unnoticed, but falter and everyone wants a word or a statement from you.

Mrs. Arguello gets it. She understands that the job of Operations is to protect our employees, stakeholders and customers while attempting to maximize efficiency. Aviation is based on timing, being on time and maximizing time. It's not for everybody but this hasn't stopped Operations from adding employees who struggle in this position. Mrs. Arguello is not among this group. I cannot state emphatically enough that she gets it.

In the times that both Mrs. Arguello and myself have worked together we have faced a barrage of challenges. We had multiple flight delays and cancelations due to mechanical issues involving our air carriers which necessitates us jumping into action to preserve business continuity. We have experienced multiple medical emergencies of varying nature from life threatening to the mundane air sickness. We have experienced multiple aircraft emergencies requiring us to spring into action while still maintaining our regular operations. We have experienced flight diversions of every nature and working with local and outside agencies to service the airlines and the passengers. We have had security breaches that threatened the safety of our facilities and threatened the sterility of the passenger areas. We had incidents that made national news including a rogue driver who plowed a vehicle into passengers in Terminal 1 and made us headline news. We have experienced hazardous material spills, fires, light outages and every other thing that could possibly go wrong and sometimes does.

During all these incidents Mrs. Arguello has been an asset. Her demeanor, intelligence and ability to think both inside and outside the box is extraordinary. She has a calming disposition that makes her easy to work with. She is punctual and reliable never once being late or calling in sick. We are a 24-hour operation, Mrs. Arguello doesn't wait for the last minute to take up her position. She is in on time and prepared to work before her shift starts, in position when 3 o'clock rolls around. I pride myself on conducting my crew shift briefing punctually at 3 pm. Mrs. Arguello is consistently ready for shift briefing. Mrs. Arguello is also very flexible, she is always willing to work other shifts filling in vacancies created by sickness and vacation leaves.

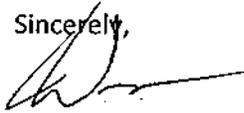
Mrs. Arguello works well both on her own and as a team. She is personable and friendly greeting our callers with a pleasant voice and demeanor. I've personally witnessed her work with our tenants to create an aura of understanding and respect for each other's jobs. She accomplished this by inviting them into our Airport Operations Center (AOC) so the tenants can come to understand why we operate the way we do and visa versa. She was instrumental in finding a missing elderly Grandmother whose

family failed to pick her up on time after she flew to Oakland from Jamaica. Mrs. Arguello was patient with the family who were already beating themselves up over the event and helped them track her down with the assistance of Alameda County Sheriff. If I had to choose my own team she will definitely be my first pick.

Again, I was extremely disappointed in her dismissal and shared my feelings with my supervisor and his boss to express my disappointment and share my observations. How could someone of her quality of character could be so easily discarded without grounds, up until now was unfathomable to me. Please correct this wrong and injustice by reinstating Mrs. Arguello immediately. Good workers are hard to find these days and we cannot afford to lose the exemplary ones.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'William S. Kuna', with a long horizontal flourish extending to the right.

William S. Kuna, ACE