

**Port of Oakland and SEIU, Local 1021
Successor MOU Negotiations**

Joint Recommendation for Settlement

Date: April 4, 2023

The following summary represents the parties' comprehensive term sheet. The following terms do not represent the proposal of either party. Instead, they represent a set of compromises which each party can recommend to its principals as the basis for a total tentative agreement.

Any proposal not specifically addressed herein is dropped or rejected.

1. Duration (20.D)

Port agrees to SEIU proposal of 3 Years and 3 months: July 1, 2022- September 30, 2025

Amend Section 20.D of the MOU to read as follows:

20.D: Term of Agreement

This Memorandum of Agreement shall become effective July 1, 2022, January 1, 2018-as adopted in the necessary ordinances and resolutions of the Port of Oakland; and shall remain in effect for a period of fifty-four (54) months to and including September 30, 2025 June 30, 2022. The Parties will begin bargaining no later than June 1, 2025.

2. COLA

Port proposes a 14.5% COLA over 3 years and three months, with frontloading.

Replace Section 12.A of the MOU with the following:

12.A: Salaries

12.A.1 Effective the first day of the pay period containing **July 1, 2022**, all salaries of represented employees will be increased by five percent (5.0%). Only active employees will qualify for any retroactive payment.

12.A.2 Effective the first day of the pay period containing **July 1, 2023**, all salaries of represented employees will be increased by five percent (5.0%).

12.A.3 Effective the first day of the pay period containing **July 1, 2024**, all salaries of represented employees will be increased by two percent (2.0%).

12.A.4 Effective the first day of the pay period containing **January 1, 2025**, all salaries of represented employees will be increased by two and one-half percent (2.5 %).

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3. Sideletter on Graveyard Differential Equity Study for Carpenters and Power Equipment Operators

Within ninety (90) days of ratification, the parties will begin joint studies of

- (a) Compensation for the classifications of Carpenter and Power Equipment Operator;
and
- (b) Pay differentials paid to employees working the Graveyard Shift.

The review will include the salary surveys performed by SEIU and the Port, and any additional information provided by either party.

SEIU and the Port will attempt to reach agreement within thirty (30) days after the beginning of the process. Any changes will be by mutual agreement.

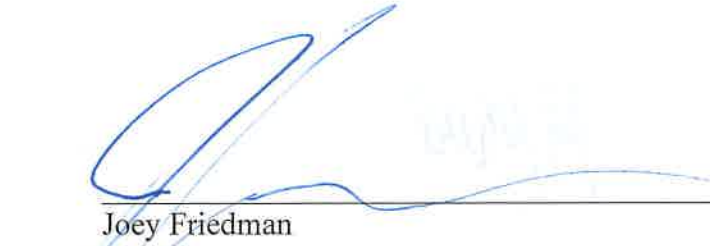
- 4. Other Proposals: Parties agree to drop all other proposals (including Port proposal for No Strike provision).
- 5. Union agrees to withdraw and dismiss all pending:
 - (a) UPC SF-CE-1946-M (Collins/Kassa)
 - (b) UPC SF-CE-2011-M (Release Time)

TA's

- Ground rules (7/5/22)
- AP 419 Flex Time (11/3/22)
- Pension Study Sideletter (8/23/22)
- Sideletter regarding Alternate Swing and Graveyard Shifts (8/23/22)
- 2.1 Contracting Out (1/31/23)
- 3. Union Security (10/28/22)
- 4. Discipline (4/03/23)
- 9.D Heavy Equipment Training (9/1/22)
- 5.B.5 Third Step Submission to the Port (8/23/22)
- 5.B.7 Arbitration (2/15/23)
- 9.E Training (2/15/23)
- 12.B.4/12.B.5 Airport Servicemen (8/23/22)
- 12.C Custodial Bid [note: other provisions of 12.C remain in dispute](1/31/23)
- 13.J Acting Pay (9/1/22)
- 13.J.3 Extra Duty Pay (New)(9/1/22)
- 13.L.2 Assignment of Overtime (12/1/22)
- 13.M CTO and Vacation buyback
- 13.P Callback Pay (cleanup) (8/23/22)
- 13.Q Childcare Facility (Pending)
- 15.C Vacation Deferral (8/23/22)
- 16.A.5 Attendance Standards
- 16.A.8 Medical and Dental Appointments (10/28/22)
- 19. Labor Management [Climate change](12/14/22)
- Sideletter re Disability Interactive Process (12/1/22)
- Economic (Pending): 13.H Meal Pay

Port of Oakland and SEIU, Local 1021
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FOR SEIU:



Joey Friedman

Date: 4/4/23



Nato Green

Date: 4/4/23



David Archuleta

Date: 4/4/23



Roxanne Barnett

Date: April 4, 2023



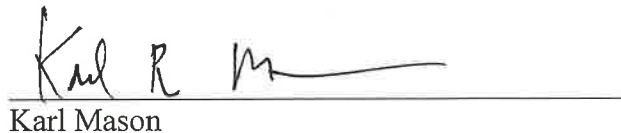
Erol Torres

Date: 4-04-23



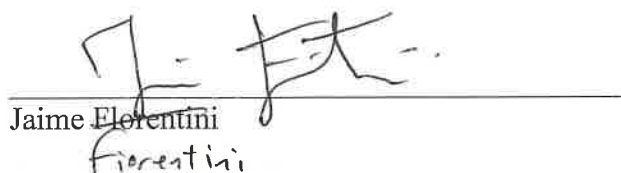
Gary Duenas

Date: 3/04/23



Karl Mason

Date: 4/4/23




Jaime Fiorentini
Fiorentini

Date: 4/4/23

**Port of Oakland and SEIU, Local 1021
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FOR THE PORT:




Michael Mitchell Date: 4/4/23



Charles Sakai Date: 4/4/23



Dan Connolly Date: 4-4-23



Pamela Trawick Date: April 4, 2023



Craig Simon Date: 4/4/23



Bill Morrison Date: 4/4/23

**Port of Oakland and SEIU, Local 1021
Successor MOU Negotiations – 2022-23**

Tentative Agreement on Contracting Out

2.I Contracting Out

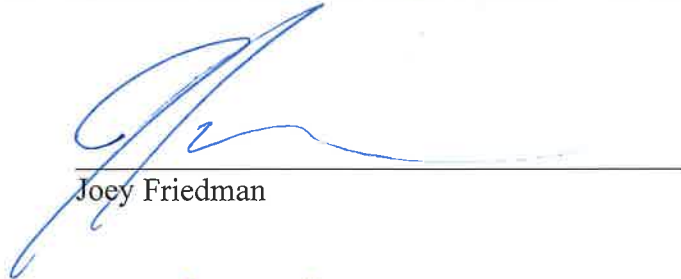
[Remainder of Section remains status quo]

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/paternity leave, or on Workers Compensation leave shall not be subject to the 120 day limitation. However, a Temporary employee may not be used to fill in for an employee on Workers Compensation for more than one hundred and eighty (180) calendar days.

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

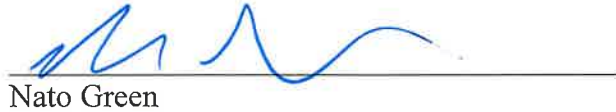
Within ninety (90) days after the execution of the Memorandum of Understanding, the parties agree to select a sub-committee (composed of three people designated by Local 1021 and three people designated by the Port, plus the Chief spokesperson of each party should they need to attend), who with the assistance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

FOR SEIU:



Joey Friedman

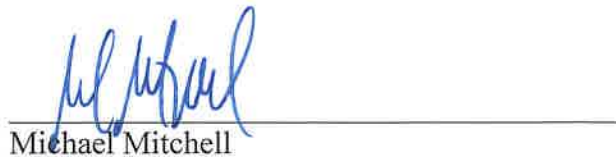
Date: 1/31/23



Nato Green

Date: 1/31/23

FOR THE PORT:



Michael Mitchell

Date: 1/31/23



Charles Sakai

Date: 1/31/23

**Port of Oakland and SEIU, Local 1021
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Tentative Agreement on Union Security

Replace existing Article 3 with the following:

3.0 Union Security

- ~~A.~~ An employee in one of the classes included in the MOCA Unit, employed as of and during the term of this Memorandum of Understanding, may at any time execute a payroll deduction authorization form ("Deduction Authorization Form") (including any Union dues, fees or assessments permitted by law) as furnished by the Union.
- ~~B.~~A. _____ The Union will be custodian of records for such Deduction Authorization Form and will provide the Port with a list of employees who have authorized deductions and a certification that it has and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made ("certified list"). The Union shall not be required to provide the Port a copy of the Deduction Authorization Form unless a dispute arises about the existence or terms of the authorization. However, the Union will provide the Port with adequate information ~~in the Certification document~~ for each employee in the certified list to allow the Port to identify the appropriate level of deductions.
- ~~C.~~B. _____ The Port shall begin deductions in the amount prescribed by the Union in the first full payroll period after the Port receives the certified list receipt of written Certification from the Union. The Port shall transmit such payments to the Union no later than thirty (30) days after the deduction from the employee's earnings occurs.
- ~~D.~~C. _____ The Port shall direct employee requests to cancel or change deductions to the Union and shall rely on information provided by the Union regarding whether deductions were properly canceled or changed.

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D. Consistent with state law, the Union shall indemnify the Port, its officers and employees, for (1) any claims made by an employee for deductions made in reliance on the Union's certification regarding a Deduction Authorization Form and (2) any claims made by an employee for deductions made in reliance on information regarding changes or cancellations to the deduction authorization.

E. Data Pertaining to Deductions

Via e-mail to the address provided, the Port shall provide SEIU with the following information on a biweekly basis using the spreadsheet provided by SEIU:

1. Full Name (First, Middle, and Last)
2. Employer Number
3. Hire Date
4. Job Title
5. Department
6. Location
7. Representation Unit
8. End Date (Payroll Date)
9. Current Deduction Amount
10. Year to Date Deductions

Modify Section 2.F as follows:

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

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Add 2.G:

2.G Information Provided to Union; Quarterly Report. The Port shall provide the following information for the entire bargaining unit, to the extent it is on file with the Port, at least every 120 days: names, classifications, assigned locations, work phone, personal phone, personal emails on file with the employer, and home addresses. However, Employees may opt out of providing home address, personal phone number, and personal email addresses.

As soon as programming is completed, the Port's Quarterly Report will be amended to include the following fields: date of hire, pay step, and pay rate.

FOR SEIU:



Date:

10/24/22

Joseph Friedman Nato Green

FOR THE PORT:



Date:

10/28/22

Michael Mitchell Charles Sakari

Tentative Agreement on Discipline and Arbitration

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 **The** principles of progressive discipline shall apply, including whatever procedures are proper under applicable law. **However, the parties agree that progressive discipline does not require strict adherence to the steps below and that levels of discipline may be skipped based on the severity of the allegation, consistent with the standards of good and sufficient cause.**~~

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

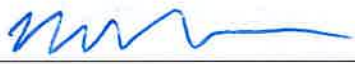
**Port of Oakland and SEIU, Local 1021
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Employees are entitled to union representation at steps (a) through (e) of the disciplinary procedure. When agreed to by the parties, a "Plan for Improvement" shall be written and implemented by any disciplinary 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. **Coaching and Counseling is not discipline and not subject to the grievance procedure.**

TENTATIVE AGREEMENT April 3, 2023

FOR SEIU:  Date: 4/2/2023

Nato Green

FOR SEIU:  Date: 4/3/2023

Joseph Friedman

FOR THE PORT:  Date: 4/3/23

Charles Sakai

FOR THE PORT:  Date: 4/3/23

Michael Mitchell

Port of Oakland and SEIU Local 1021

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Port Proposal # 15 to SEIU Local 1021 August 16, 2022

5.B.5 Third Step Submission to Port

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

The Skelly hearing officer shall make reasonable efforts to issue the Skelly decision within 30 calendar days of the Skelly hearing. If no decision is issued within 30 days, the Union may upon notification to the Port, decide to accept the notice of intent as the Skelly hearing decision.

An Appeal of a Skelly Hearing decision regarding a suspension or a termination may be submitted directly to the third step.

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.


TENTATIVE AGREEMENT AUGUST 23, 2022

FOR SEIU:



Date: 8/23/22

FOR SEIU:



Date: 8/23/22

FOR THE PORT:



Date: 8/23/22

FOR THE PORT:



Date: 8/23/22

Tentative Agreement on Discipline Arbitration

ARTICLE 5. GRIEVANCE PROCEDURE

5.B.7 Arbitrator Selection

A. An impartial arbitrator shall be selected on a rotating basis using the list below.

- John LaRocco
- Paul Roose
- Cheryl Stevens
- Katherine Thomson
- David Weinberg

The first arbitration shall utilize the first arbitrator on the list and each arbitrator will be used in succession until each arbitrator on the list has been utilized, at which point the next arbitration will be heard by the first arbitrator on the list.

~~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:~~

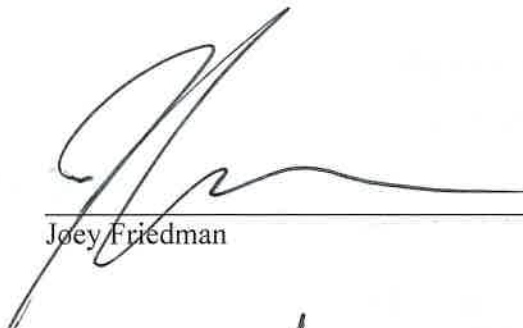
~~The first party to strike shall be determined on an alternate basis.~~

B. Once a matter has been appealed to arbitration, the Port will notify the arbitrator next in line on the list. The selected arbitrator shall offer five (5) or more hearing dates within six (6) months of the date of selection. Each

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party shall endeavor to make themselves available for at least one (1) of
the hearing dates offered by the arbitrator.

FOR SEIU:



Joey Friedman

Date: 2/15/23



Nato Green

Date: 2/15/23

FOR THE PORT:



Michael Mitchell

Date: 2/15/23



Charles Sakai

Date: 2/15/23

**Port of Oakland and SEIU, Local 1021
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Port Proposal on Remaining Custodial Issues

1. Shift Bidding (Sec. 6.B.2)

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 (AOS I and AOS II).~~ Classification seniority shall apply to shift bidding for Relief Telephone Operators bidding on relief shifts regularly scheduled for twenty four (24) hours or more per week.

Custodians: Classification Seniority shall apply to shift bidding, days off (except those assignments with fixed days off such as Northfield/AOA, harbor, and offices), and zones (work areas) . Management has the right to (for a period not to exceed five a maximum of (5) scheduled work days within a 30 day period, starting from the initial move date) reassign based on operational needs. [Note: moved to 12.C, below]

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

2. Custodial Issues (Sec. 12.C) [consider moving to 6.B]

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:

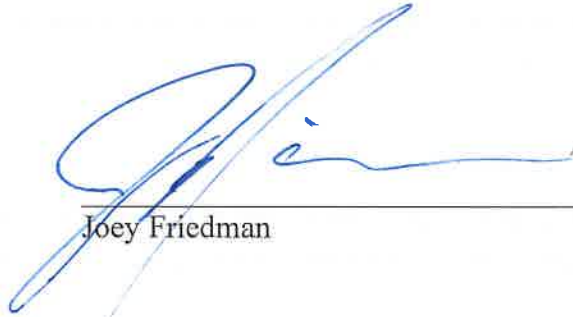
- (a) During the term of this MOU, all zones (work areas), shifts, and custodial functions (presently benchmarked for Fiscal Year 2005-06 as 84 shift/bid lines, also referred to as representing a shift/bid line for each zones/work areas on each shift, and for calendar year 2023 at 71 shift/bid lines)-shall be available to be become filled by Custodians (full time) during the custodial bid process. The Port may utilize “as assigned” personnel or overtime to cover custodial absences or vacancies. Temporary employees will be used to cover absences and vacancies pursuant to Section 2.1.
- (b) The Zones (work areas)/Shift lines and shifts may be adjusted outside the annual shift bid process in the case of unanticipated operational needs- according to business needs. The Port will notify SEIU in writing as soon as possible before making changes to Zones (work areas) under this provision and (upon request) will meet and confer with the Union over the impacts of the changes in zones (work areas).

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- (c) Management has the right to temporarily reassign a custodian from one zone (work area) to another on their regular work day, but not to unilaterally alter a custodian's regular shift schedule or regular days off (except as otherwise provided in this MOU or by policy). Management may reassign a custodian from their assigned zone (work area) no more than (5) scheduled work days per calendar month except as provided herein.
 - i. Custodians may be reassigned to cover minor issues in other zones (e.g., to provide back up for another custodian during meal or rest breaks) for up to 30 minutes per shift without the reassignment counting towards the five-shift maximum.
- (d) Annual Custodial Bid. [TA]

3. Contracting Out/Temporary Employees (Sec. 2.1) [TA]

FOR SEIU:



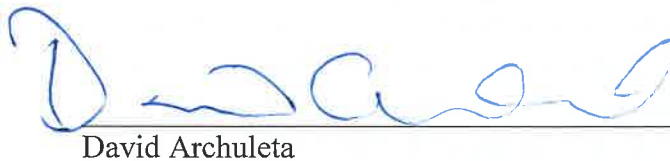
Joey Friedman

Date: 4/4/23



Nato Green

Date: 4/4/23



David Archuleta


Date: 4/4/23



Roxanne Barnett

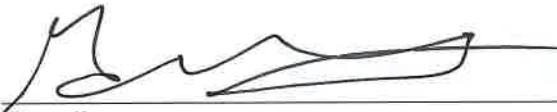
Date: April 4, 2023

Port of Oakland and SEIU, Local 1021
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Erol Torres

Date: 4-04-23



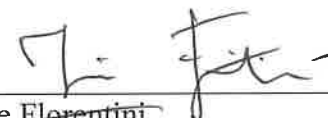
Gary Duenas

Date: 3/04/23



Karl Mason

Date: 4|4|23



Jaime Florentini
Fiorentini

Date: 4/4/23

FOR THE PORT:



Michael Mitchell

Date: 4/4/23




Charles Sakai

Date: 4/4/23



Dan Connolly


Date: 4-4-23



Pamela Trawick

Date: April 4, 2023

**Port of Oakland and SEIU, Local 1021
Successor MOU Negotiations – 2022-23**



Craig Simon

Date: 4/4/23



Bill Morrison

Date: 4/4/23


August 23, 2022 Port Response to SEIU Local 1021 June 8, 2022 Proposal


9.D ~~Heavy Equipment~~ Power Equipment Training Course and Driving Course

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

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

TENTATIVE AGREEMENT SEPTEMBER 1, 2022

FOR SEIU:  Date: 9/1/22
Nato Green

FOR SEIU:  Date: 9/1/22
Joseph Friedman

FOR THE PORT:  Date: 9/1/22
Charles Sakai

FOR THE PORT:  Date: 9/1/22
Michael Mitchell

Port of Oakland and SEIU, Local 1021
Successor MOU Negotiations – 2022-23

Tentative Agreement on Contracting Out

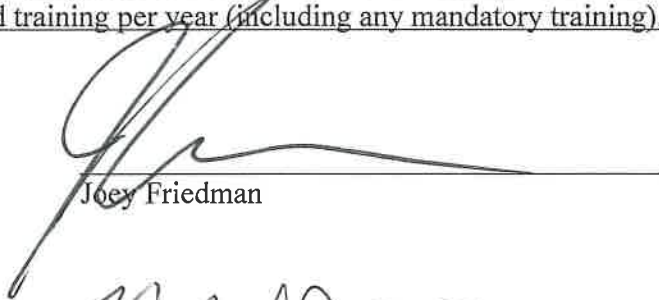
ARTICLE 9 - TRAINING AND EDUCATION

Add the Following:

9.F Training

The Port will offer a minimum of twelve (12) hours of job-related training (such as safety, security, and operational skills) per employee per year. This training will be offered during the employee's regular working hours. This training may be mandated by the Port (e.g., safety training during tailgates or equipment training such as forklift training). Employees must demonstrate attendance of at least six (6) hours of Port-provided training per year (including any mandatory training).

FOR SEIU:



Joey Friedman

Date: 2/15/23



Nato Green

Date: 2/15/23

FOR THE PORT:



Michael Mitchell

Date: 2/15/23



Charles Sakai

Date: 2/15/23

Port of Oakland and SEIU Local 1021

Successor MOU Negotiations- 2022

Port Proposal # 8 to SEIU Local 1021 July 28, 2022

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.~~


TENTATIVE AGREEMENT AUGUST 23, 2022

FOR SEIU:



Date: 8/23/22

FOR SEIU:



Date: 8/23/22

FOR THE PORT:



Date: 8/23/22

FOR THE PORT:



Date: 8/23/22

**Port of Oakland and SEIU, Local 1021
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Tentative Agreement on Custodial Issues

[NOTE: This Tentative Agreement does not include agreement on the language of the third paragraph of 12.C. The parties will continue to negotiate over Section 12.C, including the number of reassignments and the pay for such reassignments.]

12.C Custodial Issues

[Parties will continue to bargain over remainder of 12.C.]

4. Annual Custodial Bid.

The Custodial Bid Process will normally take place annually during the month of November to be effective the first pay period following January 1. To allow the parties sufficient time to prepare for the custodial bid, the following timeline will be observed:

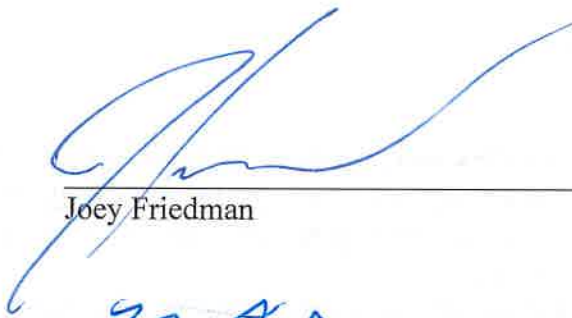
- i. Each party will make any proposals to modify the custodial bid (including changes to shifts and work areas/zones) no later than the 30th of June immediately preceding the bid.
- ii. The parties will meet and confer over any proposed changes to the bid with the intent to reach agreement on the custodial bid by November 1.
- iii. If neither party proposes changes by June 30, the bid will move forward with no changes from the prior year.
- iv. In the event the Parties have not reached agreement on the bid by October 31, the Port may move forward with the bid with no changes from the prior year.
- v. The Bid will be posted to the custodians for two weeks prior to the bid. The parties will mutually agree on one day to hold the shift bid.

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

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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.

FOR SEIU:



Joey Friedman

Date: 1/31/23



Nato Green

Date: 1/31/23

FOR THE PORT:



Michael Mitchell

Date: 1/31/23



Charles Sakai

Date: 1/31/23

Port of Oakland and SEIU, Local 1021
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Nh
Port → SEU
10a

Port Proposal on Meal Allowance

Date: September 22, 2022

In recognition of the increased cost of food since the meal allowance was last increased, the Port proposes the following:

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. Effective the first full pay period following Board adoption in FY 2022-23, meal pay shall be increased to twenty-five dollars (\$25) 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.

Tentative Agreement

13.J Acting Pay

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

An employee who acts in a position of higher classification under this provision for a period of thirty (30) consecutive days or less, shall not receive acting pay during any period(s) of paid leave occurring during his/her acting assignment. However, an employee who acts in a position of higher classification under this provision for a period in excess of thirty (30) consecutive days shall receive acting pay during period(s) of paid leave occurring during his/her acting assignment, commencing with the thirty-first (31st) consecutive day of the acting assignment and continuing until said acting assignment is terminated.

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

13.J.1. Extra Duty Pay

Employees will receive extra duty pay of 6% of the regular pay for their classification for time worked according to the terms of Port of Oakland Administrative Policy (AP) 407 Extra Duty Pay and Acting Assignments.

FOR SEIU:	 _____ Nato Green	Date: <u>9/1/22</u>
FOR SEIU:	 _____ Joseph Friedman	Date: <u>9/1/22</u>
FOR THE PORT:	 _____ Michael Mitchell	Date: <u>9/1/22</u>
FOR THE PORT:	 _____ Charles Sakai	Date: <u>9/1/22</u>

Tentative Agreement on Overtime (Sec. Sec. 13.L.2)

13.L.2 Distribution of Overtime

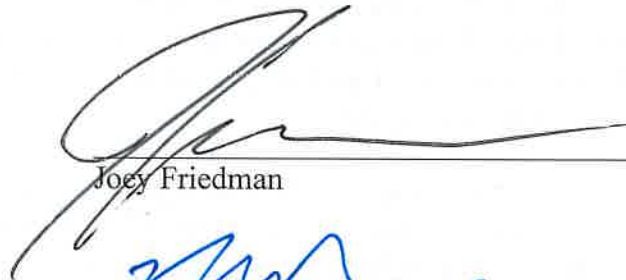
- a) Overtime shall be distributed as equally as possible on a voluntary, rotational basis at the beginning of each fiscal year beginning with the most senior person in the classification within each geographical area. If the senior person works, his/her name rotates to the bottom of list.
- (i) For employees in Facilities (excluding Equipment Systems Engineers assigned to the Building Services Unit - Airport Facilities) once the seniority list is exhausted, the overtime list is based on number of hours of overtime worked or declined by each employee. When overtime is worked, the hours of overtime worked will be added to the total hours of overtime for the person who works the overtime. When overtime is declined, the hours of overtime declined for that overtime opportunity will be added to the total amount of overtime for that the person declining the overtime, and he/she Employees will be placed in numerical order (based on total overtime hours) on the overtime list. New employees placed at the bottom of the list (i.e., they will be credited with one hour more than the person with the highest amount of overtime).
- (ii) For all other employees, overtime is offered on a rotational seniority basis. Employees will be moved to the bottom of the list when they are called for an overtime assignment, whether or not they accept the assignment.
- Employees who are unavailable because they are on discretionary leave (vacation, CTO, or personal leave) will not be eligible for overtime for the shift they are on leave (e.g., a Day shift employee who is on vacation will not be called for overtime for their regular shift but could be called for overtime on Swing or Graveyard shifts).
 - Employees who are unavailable because they are on sick leave will not be eligible for overtime for the shift they are on leave or for eight hours after the end of that shift.
 - Employees on intermittent FLMA leave will not be eligible for overtime on the shift during which they are scheduled for intermittent FMLA.
 - Employees on non-intermittent FMLA or Workers Compensation are not eligible for overtime.

- Employees who have worked two (2) consecutive shifts are not eligible for overtime on the next shift (e.g., an employee who works their regular Day shift assignment and then works an overtime shift on Swing shift that same day will not be eligible to work the following Graveyard shift).
- Eligible employees who are regularly scheduled to work at the time of the overtime assignment will be added to the Rollover List and will be called first for the next available overtime assignment on a different shift.

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

FOR SEIU:



 Joey Friedman

Date: 12/1/22



 Nato Green

Date: 12/1/22

FOR THE PORT:



 Michael Mitchell

Date: 12/1/22



 Charles Sakai

Date: 12/1/22

Port of Oakland and SEIU Local 1021

Successor MOU Negotiations- 2022

Port Proposal # 20 to SEIU Local 1021 August 16, 2022

13.M Compensatory and Vacation Buy Back

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

~~Employees are not eligible to buy back compensatory and vacation time while serving a suspension.~~

TENTATIVE AGREEMENT SEPTEMBER 29, 2022

FOR SEIU:	 _____ Nato Green	Date: <u>9/29/22</u>
FOR SEIU:	 _____ Joseph Friedman	Date: <u>9/29/22</u>
FOR THE PORT:	 _____ Charles Sakai	Date: <u>9/29/22</u>
FOR THE PORT:	 _____ Michael Mitchell	Date: <u>9/29/22</u>

Port of Oakland and SEIU Local 1021

Successor MOU Negotiations- 2022

Port Proposal # 9 to SEIU Local 1021 July 28, 2022

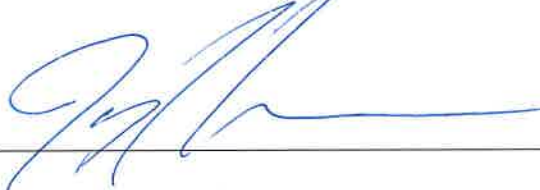
13.P Call Back Pay

A minimum of four (4) hours of pay at time and one-half (1½) will be paid to employees called back to work other than a regular shift- (e.g. meetings, trainings, etc.). This section shall not apply to extension of time worked beyond a regular shift. (~~Included by side letter to previous Memorandum of Understanding.~~)

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

TENTATIVE AGREEMENT AUGUST 23, 2022

FOR SEIU:  Date: 8/23/22

FOR SEIU:  Date: 8/23/22

FOR THE PORT:  Date: 8/23/22

FOR THE PORT:  Date: 8/23/22


Tentative Agreement

[Delete Section 13.Q.]

~~13.Q — Child Care Facility~~

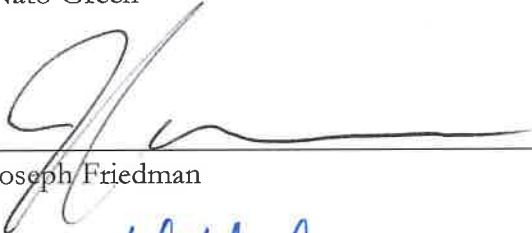
~~The Port shall consider including space for on-site child care for the proposed new Port Office Building (Site A) and any future Port office buildings for the use of Port employees. The Union will be notified when the office buildings are in the planning stages.~~

~~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.~~

FOR SEIU: 

Nato Green

Date: 9/29/22

FOR SEIU: 

Joseph Friedman

Date: 9/29/22

FOR THE PORT: 

Michael Mitchell

Date: 9/29/22

FOR THE PORT: 

Charles Sakai

Date: 9/29/22

Port of Oakland and SEIU Local 1021

Successor MOU Negotiations- 2022


Port Proposal # 11 to SEIU Local 1021 July 28, 2022

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 ~~February~~ January, except as otherwise approved by the Director of Human Resources for up to two (2) year's accrual balance to be used within the following twelve (12) month period.

TENTATIVE AGREEMENT AUGUST 23, 2022

FOR SEIU:  Date: 8/23/22

FOR SEIU:  Date: 8/23/22

FOR THE PORT:  Date: 8/23/22

FOR THE PORT:  Date: 8/23/22

Port of Oakland and SEIU, Local 1021
Successor MOU Negotiations – 2022

Tentative Agreement on Attendance Standards

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 work 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 may will be reviewed by the supervisor and the employee when the employee has been absent ~~hours equal~~ forty (40) or more 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~~

**Port of Oakland and SEIU, Local 1021
Successor MOU Negotiations – 2022**

~~the employee, are~~ needed to correct it. 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 may become ~~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 (including medical verification 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.
6. Exclusions: The Port will not rely on any of the following as the basis for placing employees on an Attendance Plan for Improvement:
 - a. Protected leaves (including workers' compensation leave,
 - b. Family and Medical Leave Act ("FMLA") leave,
 - c. Americans with Disabilities Act ("ADA") leave, and
 - d. COVID-19 Supplemental Paid Sick Leave).

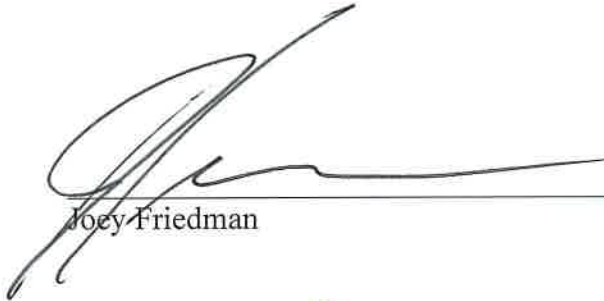
**Port of Oakland and SEIU, Local 1021
Successor MOU Negotiations – 2022**

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 (concurrent with the meeting in Section 16.A(4))
2. Medical Verification of Sick Leave Absence and Documentation in Employee's Personnel File
3. Suspension for Failure to Provide Medical Verification
4. Termination

FOR SEIU:



Joey Friedman

Date: 12/1/22



Nato Green

Date: 12/1/22

FOR THE PORT:



Michael Mitchell

Date: 12/1/22



Charles Sakai

Date: 12/1/22

**Port of Oakland and SEIU, Local 1021
Successor MOU Negotiations – 2022**

Tentative Agreement on Medical and Dental Appointments

16.A.8 Medical and Dental Appointments.

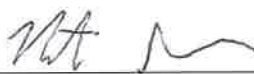
The employee's supervisor must be notified at least twenty-four (24) hours in advance of medical or dental appointments scheduled during working hours. The employee must be able to verify such appointments by providing the supervisor with a written licensed medical professional's notice on the next scheduled 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.

An employee who accepts an overtime shift which overlaps a pre-scheduled medical or dental appointment must notify their supervisor about the pre-scheduled appointment at the time the employee accepts the overtime shift. Employees will not receive overtime pay for the scheduled appointment.

FOR SEIU:


Nato Green


Joseph Friedman

Date: 10/28/22

FOR THE PORT:


Charles Sakoi


Michael Mitchell

Date: 10/28/22

Tentative Agreement

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:

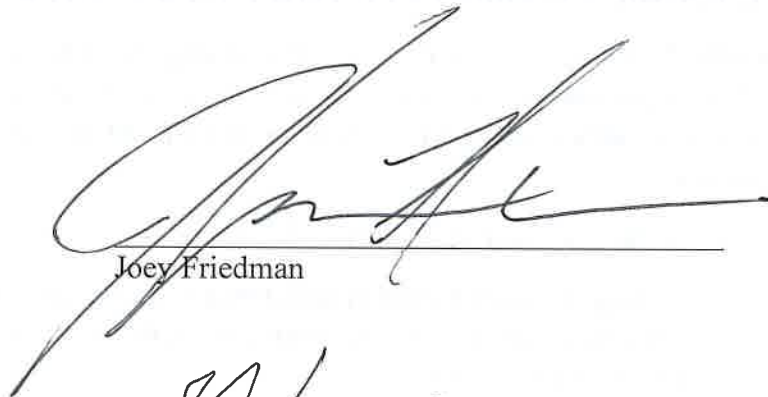
- 1 Training of Union members and stewards as well as Port forepersons, supervisors and managers, in the application of the MOU between the parties.
- ~~2. Ensuring fair and consistent application of the Port's Attendance Program as identified in the MOU between the parties.~~
2. Ensuring that programs and procedures specified in the MOU between the parties are implemented and maintained during the term of the MOU.
3. 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.
4. Developing ways to improve action level decision making, customer service and employee morale.
5. **The Port's response to the threat of climate change and steps to mitigate climate-related impacts.**
6. A Consultant shall may 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


**Port of Oakland and SEIU, Local 1021
Successor MOU Negotiations – 2022**

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.

FOR SEIU:




Joey Friedman Date: 12/14/22




Nato Green Date: 12/14/22

FOR THE PORT:



Michael Mitchell Date: 12/14/22



Charles Sakai Date: 12/14/22

Port of Oakland and SEIU Local 1021

Successor MOU Negotiations- 2022


Port Proposal # 14 to SEIU Local 1021 July 28, 2022

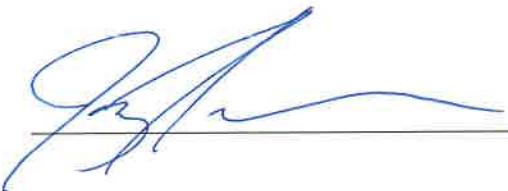
Side Letter

2) PENSION STUDY

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

TENTATIVE AGREEMENT AUGUST 23, 2022

FOR SEIU:  Date: 8/23/22

FOR SEIU:  Date: 8/23/22

FOR THE PORT:  Date: 8/23/22

FOR THE PORT:  Date: 8/23/22

Port of Oakland and SEIU Local 1021

Successor MOU Negotiations- 2022


Port Proposal # 12 to SEIU Local 1021 July 28, 2022

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

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

TENTATIVE AGREEMENT AUGUST 23, 2022

FOR SEIU:  Date: 8/23/22

FOR SEIU:  Date: 8/23/22

FOR THE PORT:  Date: 8/23/22

FOR THE PORT:  Date: 8/23/22

**Port of Oakland and SEIU, Local 1021
Successor MOU Negotiations – 2022**

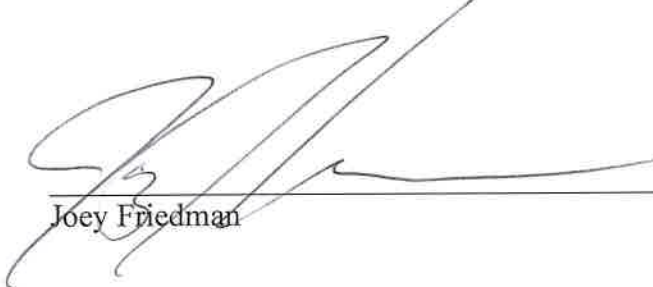
Tentative Agreement on Disability Sideletter

Delete Disability Sideletter

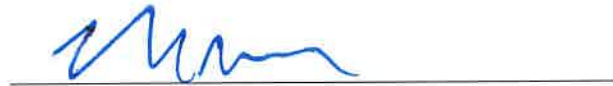
**~~SIDE LETTER REGARDING DISABILITY INTERACTIVE PROCESS AND
RETURN TO WORK~~**

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

FOR SEIU:




Joey Friedman Date: 12/1/22




Nato Green Date: 12/1/22

FOR THE PORT:



Michael Mitchell Date: 12/1/22



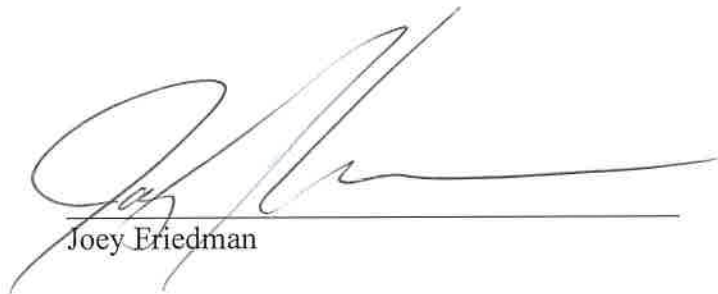
Charles Sakai Date: 12/1/22

**Port of Oakland and SEIU, Local 1021
Successor MOU Negotiations – 2022**

Tentative Agreement on Flex Time

AP 419 (Flex Time) does not currently apply to members of SEIU bargaining units. However, the Port will apply AP 419 to Administrative employees represented by SEIU (Port Representation Unit B).

FOR SEIU:




Joey Friedman Date: 12/1/22



Nato Green Date: 11/9/22

FOR THE PORT:



Michael Mitchell Date: 11/9/22



Charles Sakai Date: 11/9/22

