Clerk's Note:

This MOU supersedes Clerk's Document No. 65814 to replace version of Exhibit "C"

(101)

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Office of the District Clerk

MEMORADUM OF UNDERSTANDING

Between the

SAN DIEGO UNIFIED PORT DISTRICT

3165 Pacific Highway

San Diego, California 92101

and

CALIFORNIA TEAMSTERS,

PUBLIC, PROFESSIONAL & MEDICAL EMPLOYEES UNION

LOCAL 911

9900 Flower Street

Bellflower, California 90706

Service, Maintenance, Operations and Crafts Unit

October 1, 2016 through September 30, 2021

ORIGINAL

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- Exhibit "C" Administrative Procedure 128 260: Grievance Procedure Applicable to Permanent Employees
- Exhibit "D" Community Service Officer and Community Service Supervisor Uniform Allowance
- Exhibit "E" Teamsters Membership as of October 1, 2008
- Exhibit "F" Illustrative Sample: Revenue by Operating Center and Account FY 16/17 Budget

MEMORANDUM OF UNDERSTANDING

Between the

SAN DIEGO UNIFIED PORT DISTRICT

3165 Pacific Highway

San Diego, California 92101

and

CALIFORNIA TEAMSTERS,

PUBLIC, PROFESSIONAL & MEDICAL EMPLOYEES UNION

LOCAL 911

9900 Flower Street

Bellflower, California 90706

Service, Maintenance, Operations and Crafts Unit

October 1, 2016 Through September 30, 2021

This Memorandum of Understanding is made and entered into this <u>1st day of October 2016</u>, by and between the Authorized Management Representatives (hereinafter referred to as "Management") of the San Diego Unified Port District (hereinafter referred to as "DISTRICT"), and the CALIFORNIA TEAMSTERS, PUBLIC, PROFESSIONAL & MEDICAL EMPLOYEES UNION, LOCAL 911, Service, Maintenance, Operations and Crafts Unit (hereinafter referred to as "UNION").

PREAMBLE

It is the purpose of this Memorandum of Understanding (hereinafter referred to as "Memorandum") to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to clarify DISTRICT ordinances, rules and regulations and administrative procedures, thereby providing an orderly, peaceful, and equitable means of resolving any misunderstanding or differences which may arise under this Memorandum; and to set forth the entire understanding of the parties reached as a result of good faith meeting and conferring regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum.

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The term Salary Ordinance as used in this document refers to Ordinance No. 2868, approved by the Board of Port Commissioners on September 8, 2016 and any ordinances that amend or supersede it during the term of this Memorandum. The wages, hours, terms, and conditions of employment contained in the Salary Ordinance applicable to employees represented by the UNION shall remain in full force and effect throughout the term of this memorandum, unless modified through the meet-and-confer process.

Additionally, any provision of this Memorandum requiring action by the DISTRICT'S Executive Director, shall allow for the Executive Director to delegate said authority.

ARTICLE 1

RECOGNITION AND AGENCY SHOP

The DISTRICT recognizes the UNION as the exclusively recognized employee organization representing those employees in those classifications as provided in Exhibit "A" to the Salary Ordinance. Those classifications consist of: Carpenter, Electrician, Equipment Operator, Lead Equipment Operator, Fleet Maintenance Technician, Lead Fleet Maintenance Technician, Gardener, Lead Gardener, Lead Carpenter, Lead Electrician, Lead Maintenance Mechanic, Lead Plumber, Locksmith, Maintenance Worker I, Maintenance Worker II, Lead Maintenance Worker, Painter, Sign Painter, Wharfinger, Custodian, HVAC Technician, Lead Custodian, Lead Painter, Lighting Technician, Maintenance Mechanic, Marine Mechanic, Senior Marine Mechanic, Parking Meter Repair/Collector, Plumber, Small Engine Repair Technician ,Community Service Officer, Building Maintenance Coordinator, Maintenance Planner/Inspector.

Pursuant to Government Code § 3502.5, there exists an agency shop arrangement between the DISTRICT and the UNION. Accordingly, and pursuant to Government Code § 3502.5(b), the UNION shall indemnify and hold the DISTRICT harmless against any liability arising from any claims, demands or other action relating to the DISTRICT'S compliance with the agency fee obligation.

ARTICLE 2

IMPLEMENTATION

The provisions of this Memorandum represent a mutual understanding of both parties in accordance with the provisions of the Meyers-Milias-Brown Act, Government Code Section 3500 <u>et seq</u>. of the California Government Code. The provisions as contained in this Memorandum shall not be binding on either party until this Memorandum is approved by the Board of Port Commissioners of the SAN DIEGO UNIFIED PORT DISTRICT through the adoption of appropriate ordinances and/or resolutions and ratified by UNION membership.

ARTICLE 3

<u>TERM</u>

The term of this Memorandum shall commence <u>October 1, 2016</u>, and shall expire and otherwise be fully terminated at 12:00 midnight on <u>September 30, 2021</u>.

ARTICLE 4

RENEGOTIATION

SECTION 1. Schedule for Successor Memorandum

In the event the UNION desires to meet and confer in good faith on the provisions of a successor Memorandum, it shall serve upon the DISTRICT, not later than <u>June 30, 2021</u>, its written request to commence meeting and conferring in good faith as well as its full and entire written proposal for such successor Memorandum. Upon receipt of such written notice and proposals, meet and confer shall begin not later than <u>August 1, 2021</u>.

In all other instances where engaging the meet and confer process is a lawful condition precedent to the changing of matters within the scope of representation, the party desiring to initiate the meet and confer process shall serve a written proposal in this regard not later than thirty (30) calendar days prior to the anticipated implementation date of the change in terms and conditions of employment. The notice requirements set forth herein shall not be applicable in cases of emergency as that term is utilized in Government Code § 3504.5.

SECTION 2. Duration of this Memorandum

This Memorandum may remain in full force and effect for one year from the date it would have terminated as set forth in Article 3, Term, and from year to year thereafter if expressly agreed to in writing by each of the parties each year. Nothing herein contained is intended to preclude the parties from meeting and conferring as specified in Section 1 of this Article or at any other time on matters provided for in the Meyers-Milias-Brown Act.

ARTICLE 5

RIGHTS

SECTION I. Rights of Employees

The parties mutually recognize and agree fully to protect the rights of all employees covered to join and participate in the activities of the UNION and all other rights guaranteed by law. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of the exercise of these rights or any other rights prescribed by law.

SECTION 2. Rights of Management

It is agreed that except as specifically delegated, abridged, granted or modified by this Agreement, all the rights, powers, and authority the DISTRICT had prior to the signing of this Agreement are retained by the DISTRICT and remain the exclusive right of management without limitation.

SECTION 3. Non-Discrimination

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The provisions of this Memorandum shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, disability, sexual orientation, gender identity, political or religious opinions or affiliations.

ARTICLE 6

HOURS OF WORK

SECTION 1. Definitions

- a. <u>Work Day</u> The normal work day within a consecutive twenty-four (24) hour period shall be defined as eight (8) consecutive hours of work exclusive of a meal period, and any alternate workweek schedules approved by the appointing authority.
- b. <u>Payroll Workweek</u> The payroll workweek commences on Friday of each week at 12:01 a.m. and ends on the following Thursday at midnight.
- c. <u>Workweek</u> The normal workweek shall consist of five (5) scheduled work days and two (2) scheduled days off in any seven (7) day period. However, the two (2) days off shall not necessarily be consecutive days off in each workweek. Alternate workweek schedules will be established and approved by the appointing authority.
- d. <u>Workweek Shift</u> A scheduled workweek shift for an employee will be based upon the <u>Workweek</u> as set forth in "c." above, however, the scheduled shift may vary in days and hours. An employee's scheduled workweek shift may begin on any day of the payroll workweek. This does not preclude use of split workweek shifts such as a combination of days and nights.

SECTION 2. Scheduling of Workweek Shifts

Employees shall have their workweek shift scheduled so that they shall receive at least two (2) days off, which shall not necessarily be consecutive days off, in each payroll workweek except that they shall receive two (2) consecutive days off after five (5) consecutive days of work. During scheduled shift changes, schedules may reflect workweek shifts that are four (4) days on, two (2) days off; four (4) days on, one (1) day off; three (3) days on, two (2) days off; three (3) days on, one (1) day off; two (2) days off; and one (1) day on, one (1) day off. However, the workweek shift must have at least two (2) scheduled days off in every seven (7) days of the payroll workweek. This scheduling of shifts does not apply to those participating in an alternative workweek schedule.

SECTION 3. Fixed Starting and Quitting Times

Employees shall be scheduled to work on regular work shifts, having regular and fixed starting and quitting times. These work schedules shall be made known to all employees, and shall not, insofar as practical, be changed without five (5) calendar days written notice to the employee, with the following exceptions:

Should it be necessary to change these work schedules without the customary five (5) calendar days written notice the employee for the first consecutive eight (8) hours worked on the new work schedule shall receive extra compensation at time and one-half the employee's regular rate of pay as set forth in Exhibit "A" of the Salary Ordinance, "non-exempt."

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SECTION 4. Standby Time

- a. Any non-exempt employee in the bargaining unit who is assigned a standby shift must remain available on call to return to work to perform an essential service.
- b. Standby time will be scheduled in seven (7) day increments. On a scheduled work day, two (2) hours of standby pay will be paid from the end of the shift to the beginning of the next shift. For non-scheduled work days, three (3) hours of standby pay will be paid for every 24 hour period. These requirements do not preclude individuals from swapping standby duty due to unscheduled unforeseen events.

c. To be eligible, employee must be fit-for-duty and/or not on vacation.

SECTION 5. Personal Cleanup

If germane to the nature of the work performed, employees shall be permitted fifteen (15) minutes at the end of each work shift to perform such activities as cleaning up a work area, putting away tools, personal washing-up, and changing clothes.

ARTICLE 7

OVERTIME

SECTION 1. Overtime Work and Compensation

- a. Overtime is understood to be work in addition to forty (40) hours per payroll workweek.
- b. It is agreed that work schedules will not be modified solely to eliminate or avoid overtime, however, an employee may volunteer to modify his/her work schedule to avoid overtime. When mutually agreed between employee and supervisor, overtime may be traded hour-for-hour for time off within the employee's workweek. Absent mutual agreement, the employee is entitled to work the full assigned schedule, and the supervisor is entitled to decline a request to trade for time off.
- c. Extra compensation shall be paid at time and one-half the employee's regular rate of pay as set forth in Exhibit "C" of the Salary Ordinance. The regular rate for the purpose of computing extra compensation shall include any and all paid differentials to which such employee is entitled.
- d. All time paid for annual leave, sick leave, injury leave, court leave, military leave and holidays shall count as time worked toward the basic forty (40) hour workweek of employees in the payment of overtime.

SECTION 2. Required Overtime

When overtime work is required and there is no qualified volunteer to perform such work, the selection of those to work shall be based on reverse order of seniority within the same classification, except those persons who have a waiver for education or other prearranged schedule as approved by the appointing authority.

ARTICLE 8

CALLBACK

Callback is defined as work required of an employee who, following the completion of his/her normal work shift and departure from his/her place of employment, is ordered by the DISTRICT to report back to duty in person at a DISTRICT work site to perform necessary work, at least three (3) hours prior to his/her next scheduled work shift. In all such cases, as defined herein, the employee shall receive a minimum of three (3) hours at time and one-half his/her regular rate of pay. In the event an employee is called in to work within less than three hours prior to the commencement of his/her next work shift, the employee shall be compensated at his/her rate at time and one-half for each hour or portion of hour thereof worked prior to regular work shift.

Reasonable transportation time to and from the employee's work location shall be considered as time worked in recording callback time as defined above.

ARTICLE 9

HOLIDAYS

SECTION 1. Holiday Dates

DISTRICT holidays shall include the following days:

- 1. Veterans' Day
- 2. Thanksgiving Day
- 3. Day after Thanksgiving Day
- 4. Christmas Eve
- 5. Christmas Day
- 6. New Year's Eve Day
- 7. New Year's Day
- 8. Martin Luther King, Jr. Day
- 9. Presidents' Day
- 10. Cesar Chavez Day
- .11. Memorial Day
- 12. Independence Day
- 13. Labor Day

Holidays shall be observed in the following manner for the term of the Agreement. The DISTRICT will determine the precise date of observance for each holiday on an annual basis.

SECTION 2. Holiday on Sunday or Saturday

- a. When a designated holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.
- b. When a designated holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

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SECTION 3. Annual Leave or Cash in lieu of Holiday

- a. When a designated holiday falls on a regularly scheduled day off, a non-exempt employee may elect to receive holiday pay in cash or may elect to accrue eight (8) hours of annual leave, subject to subparagraph e. below.
- b Any non-exempt employee who is regularly scheduled to work on a DISTRICT holiday and who does work at least an eight (8) hour shift on such holiday may elect to receive holiday pay in cash or elect to accrue eight (8) hours of annual leave and receive pay for only the hours worked on such holiday, subject to subparagraph e. below.
- c. Any non-exempt employee who is regularly scheduled to work on a DISTRICT holiday but <u>does</u> <u>not work</u> because of illness, and/or does not work the full assigned shift, may elect to receive holiday pay in cash or elect to accrue eight (8) hours of annual leave and receive pay for only the hours worked on such holiday, subject to subparagraph e. below.
- d. Any non-exempt employee shall, in addition to compensation for hours actually worked on a holiday, be entitled to compensation in cash at one-half (1/2) times their regular rate for the number of hours earned by reason of performing such ordered holiday work.
- e. For employees who have reached the annual leave accrual maximum, the choice of cash or time off for holidays as defined in this Section 3. is restricted to cash only, until the employee's accrual drops below the maximum.

ARTICLE 10

WORK ON DESIGNATED HOLIDAYS

When a DISTRICT designated holiday falls within an employee's normal payroll workweek and the employee is scheduled to work, the employee will be credited with eight (8) hours toward his/her regular forty (40) hour week. In addition, the employee required to work on a designated holiday will be compensated at the rate as provided in the Salary Ordinance on the holiday.

ARTICLE 11

COURT LEAVE

An employee who is required by court order to serve as a juror or as a witness who is not a party to a court action, shall be granted leave for such purpose upon presentation of proof of the period of his/her required attendance to the appointing authority. A full time, permanent employee shall receive regular pay of no more than eight (8) hours per day for the time he/she serves on court duty in lieu of his/her regularly scheduled work day or required by court order to serve as witness who is not a party to a court action.

Any employee who is on jury duty and is also regularly scheduled to work a night shift will be given jury duty leave, the same as an employee who is scheduled to work days and is selected for jury duty .All other provisions will be governed by Administrative Procedure No. 128-234.

ARTICLE 12

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EMERGENCY LEAVE

The term Emergency Leave is used to make a clear differentiation between leave credits used by the employee for personal illness and leave credits used for family emergency concerning only illness and/or death within the immediate family of the employee. Employees may use any annual leave credits available.

In interpreting the emergency leave definition in the Rules and Regulations, the DISTRICT shall construe the meaning of "necessary absence from work of an employee because of emergency illness of a member of his/her family" to include the necessary passive presence with a critically ill, injured or disabled immediate family member when substantiated in writing by a competent medical authority, if requested by the Director, Human Resources.

"Immediate family" as used shall mean spouse, domestic partner, son, daughter (including stepson and stepdaughter), mother, father or recognized legal guardian, brother and sister, mother-in-law, father-inlaw, grandparents, whether or not the above are living in the employee's household; and other relatives who are currently residing in the employee's household.

ARTICLE 13

SPECIAL LEAVE WITHOUT PAY

Any employee who is unable to perform the essential functions of his/her work, or who, for any reason considered good by the appointing authority and the Director, Human Resources, desires to secure leave from his/her regular work may be granted special leave of absence without pay for a period not exceeding one (1) year. For good cause, such leave may be extended upon approval of the appointing authority and the Director, Human Resources. An employee asking for special leave without pay shall submit his/her request on prescribed forms with a transmittal letter, stating his/her reasons for the request. The appointing authority who endorses such request shall recommend, and the Director, Human Resources shall determine whether the employee shall be entitled to his/her former position on his/her return from such leave, and the period of said entitlement, or whether his/her name shall be placed on the eligible list for the class, subject to passing the prescribed DISTRICT medical examination, if appropriate.

ARTICLE 14

BULLETIN BOARDS

The DISTRICT will furnish, for the exclusive use of the UNION, adequate bulletin board space at reasonable locations. The boards shall be used only for the following subjects:

- a. Information on UNION elections and the results. Steward's reports and notices.
- b. Reports of official business of the UNION including reports of committees or the Executive Board.
- c. Scheduled UNION meetings and news bulletins.

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- d. UNION membership benefits, programs and promotions.
- e. Any other written material which first has been approved by the Union President or his/her designated representative.

ARTICLE 15

SENIORITY

Seniority shall mean the status attained by length of continuous service with the DISTRICT.

Seniority shall be determined from the day of an employee's official appointment to DISTRICT service.

A probationary employee shall have no seniority until the employee has completed a probationary period. Upon the completion of the probationary period, the employee will acquire seniority from the date of hire.

An employee transferred or promoted shall accrue no seniority in the new position until completion of six (6) months in pay status in the new position. The employee's total seniority shall be credited. A reassignment within a class within a department from one job to another does not interfere with accumulation of seniority.

Any disagreement over the application of any method of applying seniority utilized by any department will be subject to the grievance procedure.

ARTICLE 16

PERSONNEL PRACTICES

SECTION 1. Removal for Cause or Other Disciplinary Action

- a. The DISTRICT shall advise a permanent employee in the Classified Service of his/her right to representation and provide a statement in writing of the reason or reasons whenever any disciplinary action against the employee, as provided for in Rule 14 of the Personnel Rules and Regulations, is contemplated.
- b. All formal appeals relating to removal for cause shall be submitted in writing to the DISTRICT in accordance with Rule 14, Personnel Rules and Regulations.

SECTION 2. Vacancies

- a. No department shall intimidate or encourage qualified eligibles from a certification list to waive appointment. Waivers shall be an employee decision only and shall normally be submitted in writing by the employee. Violations of this section shall be subject to the grievance procedures.
- b. Department representatives (management and supervisors) shall not in any manner intimidate or discourage any employee from applying for any position vacancy in the DISTRICT for which the employee chooses to apply. The determination as to whether an employee qualifies will be made

in accordance with the Personnel Rules and Regulations.

SECTION 3. Dismissal During Probation

The DISTRICT'S present Personnel Rules and Regulations governing probationary employees are acceptable. It is understood that an employee is not entitled to any advance notice of dismissal, but that the DISTRICT may give some notice or warning at its discretion, by performance evaluation or otherwise.

SECTION 4. Reclassification

- a. The DISTRICT agrees that when a Maintenance Worker I is assigned to a journey level craftsperson for an accumulative period of one year, the Maintenance Worker I employee shall qualify for promotion examination for Maintenance Worker II.
- b. Positions where the duties have changed materially may be reclassified to the more appropriate classification whether they be now or already in existence. However, reclassification shall not be used for the purpose of avoiding restrictions surrounding promotions and demotions as provided in the Personnel Rules and Regulations.

SECTION 5. Promoted Permanent Employees

The purpose of this section is to clarify the status of an employee who has obtained permanent status as a permanent employee as prescribed by Rule 9, APPOINTMENTS of the Personnel Rules and Regulations, when such employee is promoted to a higher classification in the DISTRICT Classified Service. If in the event any such promoted employee fails the probationary period as prescribed by said Rule, the employee shall retain his/her rights as a permanent employee of the DISTRICT Classified Service and be returned to his/her former position.

SECTION 6. Examinations and Promotions

- a. <u>Advancement Through Promotions</u> Except as otherwise provided in the Personnel Rules and Regulations, vacancies in the higher classes of positions shall be filled as far as practicable and consistent with the best interest of the DISTRICT by promotion following competitive tests. Any advancement in rank shall constitute promotion. Whenever any examination is to be held to establish an eligible list for any class, the Executive Director or designee shall decide whether a promotional or open examination shall be held.
- b. <u>Eligibility for Promotional Examinations</u> Promotional examinations shall be open to any employee who has completed at least six (6) months of DISTRICT service immediately preceding the final date of filing applications, whose last performance rating was at least satisfactory or, at the discretion of the Director, Human Resources, may be limited to employees who have completed one or more years of satisfactory DISTRICT service and who possess the essential experience requirements of the higher position.
- c. <u>Prior Journey Level Qualification Promotional</u> For employees who when hired were qualified as journey level, but accepted employment in the DISTRICT at a position in sub-journey level, immediate prior years experience requirements may be waived in the taking of promotional examinations to the journey level.
- d. <u>Prior Sub-Journey Level Qualification Promotional</u> Other employees whose work experience

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prior to employment or while employed by the DISTRICT had been at sub-journey levels may be permitted to compete in promotional examinations for vacant journey level classes. In such cases, journey level experience prerequisites may be waived. It is understood in any case that the employee must meet all the qualifications of the journey level as determined by the Executive Director or designee.

- This provision creates no obligation on the part of the DISTRICT to give any notice as to a e. decision to fill vacancies by open examination; but if, prior to the DISTRICT putting such a decision into effect, the UNION so desires, it may consult with management representatives regarding the merits of such decision; and thereafter, the DISTRICT will advise the UNION of its final decision prior to announcement.
- f. Employees that are selected for a trainee position, that is not a result of a layoff, will be eligible for up to 6 months to 1.) return to his/her previous classified position by his/her appointment authority or 2.) be considered for another vacant classified position that is the same class they vacated. These actions are not subject to a hearing before the Personnel Advisory Board. On a permanent employee's return to a previous classified position, if another permanent employee in the classified service has been appointed as the successor, the latter shall be returned to his/her previous classified position. Such 'bumping" shall continue only where the successor is a permanent employee.
- Employees that enter a trainee position as a result of layoff that do not successfully complete their g. training program shall be dismissed from the DISTRICT service.

SECTION 7. Drug and Alcohol Abuse Policy

The UNION has reviewed and agrees to support the Drug and Alcohol Abuse Policy as outlined by the DISTRICT.

SECTION 8. Injury Leave Policy

The UNION has reviewed and agrees to support the Injury Leave Policy as outlined by the DISTRICT.

SECTION 9. Training

For any off-site training, the DISTRICT will pay employees for each hour of training as time worked based on the total length of the training as set forth in the training announcement.

SECTION 10. Mandatory Meetings

Employees will be paid a minimum of three (3) hours and actual time for each additional hour past three (3) hours for mandated department training or mandated meetings on their days off.

Health Benefits Committee meetings, Labor Management Committee meetings and sub-committee meetings, and the Wharfinger Committee meetings are designated as mandatory meetings for purposes of this Section.

ARTICLE 17

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ANNUAL LEAVE

SECTION 1. Annual Leave Scheduling

Scheduled periods of annual leave for vacation purposes shall be posted by the DISTRICT, and such schedules shall reflect the needs and desires of DISTRICT employees when practical.

Employees shall be entitled to take authorized annual leave in accordance with the following procedures:

- a. At least annually, Management shall prepare and post in each work facility, in a timely manner, an annual leave schedule for all employees.
- b. The employee with the greatest seniority will be given the opportunity to request first choice of a schedule, with the other employees being given their choice of schedules in descending order of seniority.
- c. Having once made such a choice, no employee may change his or her schedule if such change will conflict with the choice of any other employee or unless the affected employee, with the notification to Management, agrees to such a change.
- d. For the purposes of this Article, employees waive any seniority rights they may have had until the next annual leave period once the annual leave schedule has been prepared.
- e. For the purpose of this Article, seniority shall be defined as the total amount of continuous service within a classification within the department.
- f. All annual leave requests are subject to approval of the appointing authority.
- g. If operational needs permit, the appointing authority will consider an occasional request for annual leave on shorter notice for good cause.

Eligible employees may take earned annual leave on the first day of the pay period following the pay period in which it is earned. The minimum amount of annual leave credit that may be used, except in the case of separation or change from biweekly or monthly rate of pay to another rate of pay, shall be one-quarter (1/4) hour.

SECTION 2. Accrual

Effective October 1, 2014 the accrual of annual leave and the maximum accrual amounts will be modified as follows:

Years of Service	Accrual Rate	Maximum Accrual
0-5 years	144 hours	432 hours
6-10 years	184 hours	552 hours
11-15 years	224 hours	552 hours
16+ years	254 hours	632 hours

ARTICLE 18

TEMPORARY ASSIGNMENT IN A HIGHER CLASSIFICATION

SECTION 1. Temporary Assignment Differential

- a. An employee accepting and performing a temporary assignment in a class with a higher standard range or band shall be paid at a rate approximately five percent (5%) higher than the employee's regularly assigned rate, provided the incumbent is expected to be absent for at least five (5) consecutive scheduled work days.
- b. Assignment is at the discretion of the appointing authority. However, payment may not be waived so long as employee is assigned and qualified. Such assignment may require the employee's prior written consent. It is not the intent of the DISTRICT to use temporary assignment of lower paid workers to permanently fill a vacancy.
- c. This Article is not applicable to assignment of employees in Maintenance Worker Classes F650 and F645 when exclusively for promotional training, nor to any employee in the Return-to-Work program.

SECTION 2. Acting Pay

Acting pay may be granted in lieu of the differential, if assignment is expected to be over thirty (30) calendar days, at either the rate of compensation of such acting assignment or at least five percent (5%) higher than the employee's regularly assigned rate.

SECTION 3. Record of Working in Higher Classification

The DISTRICT agrees that when an employee is assigned to a higher classification, a record be kept on his/her performance of that higher classification for promotion.

ARTICLE 19

COMPENSATION AND BENEFITS

SECTION 1. The Establishment of Compensation Rates

- a. Effective on the 31st day from the passage of the Salary Ordinance, employees covered by this Memorandum shall be compensated at the unadjusted base salary appropriate for each individual Employee's step within the salary range. Said base salary shall be provided for in the Salary Ordinance, Exhibit "A" and "B".
- b. The Salary Ordinance shall reflect the following approximate unadjusted base salary increases for the term of this Memorandum:
 - i. October 1, 2016 across the board increase will be 3.0%.
 - ii. Second through 5th year salary increases will be a minimum of 1.5%.

The 2nd through 5th year salary increase could be greater than the minimum to a maximum of 3.0% based on the results of the District. The potential salary increases will be based on the District's percentage growth year over year in Operating Revenue:

- If Operating Revenue increases year over year by 4.0% to 4.49%, then the salary increase will be 2.0%.
- If Operating Revenue increases year over year by 4.5% to 4.99%, then the salary increase will be 2.5%.
- If Operating Revenue increases year over year by 5.0% or more, then the salary increase will be 3.0%.

For purposes of this Memorandum, Operating Revenue is defined as revenues from District operations. Examples include but are not limited to: Real Estate Development, Port as a Service, Attractions and Advertising, Maritime, Harbor Police, Aquaculture/Blue Technology and Miscellaneous. Operating Revenue is currently referred to in the FY16/17 Annual Budget, Budget in Brief, Section 1, page 12. (Exhibit "F")

- b. The DISTRICT agrees to place lead classifications into a step range that is 15% above the highest paid subordinate classification "E" step October 1, 2008.
- c. The method of payment of overtime shall be as described by the Salary Ordinance and the Personnel Rules and Regulations.
- d. The list of classifications and salary schedule will be incorporated into this agreement as Exhibit "A" and "B", respectively.

SECTION 2. Health, Life & Dental Insurance and Retirement Benefits

a. <u>Health Insurance</u> - The DISTRICT agrees to pay the entire premium cost for eligible employees enrolled in the Health Maintenance Organization (HMO) plan. The DISTRICT also agrees to pay fifty-five percent (55%) of the premium for dependent coverage in either the HMO or PPO plan.

All employees enrolled in the Preferred Provider Organization (PPO) plan will be required to pay an additional \$100 monthly contribution to subsidize the cost of the employee-only coverage.

- b. <u>Life Insurance</u> Effective October 1, 2016, the DISTRICT agrees to pay the premium on the DISTRICT sponsored Fifty Thousand Dollar (\$50,000.00) term life insurance program as set forth in the Salary Ordinance for all employees who are members of the bargaining unit and to make supplemental coverage available at the employee's cost. Such supplemental coverage will be in accordance with all laws governing such programs and in keeping with the DISTRICT'S current supplemental life insurance program.
- c. <u>Dental Insurance</u> The DISTRICT shall pay the entire employee premium cost for any DISTRICT authorized dental plan. The DISTRICT shall also pay fifty-five percent (55%) of the premium for dependent coverage for any DISTRICT authorized dental plan.
- d. <u>Health Benefits Committee</u> The UNION agrees to send two (2) representatives, with one (1) designated alternate, to attend and participate on the Health Benefits Committee. A UNION retiree may attend. The work of the Committee shall not be considered a meet and confer re-opener and the meetings shall not be considered meet and confer sessions as that term is used in Government

Code §3500 et seq. Rather, the scope of the Committee's duty shall consist of a mutual exploration by the parties of, including but not limited to, available alternative health benefit plans, plan design, education, and ways to ensure the sustainability of the DISTRICT's benefits program. The Committee is authorized to make recommendations to DISTRICT representatives regarding matters set forth herein. However, the recommendations of the Committee are not binding upon the DISTRICT. The frequency, time and location of the Committee meetings shall be as determined by the Committee members.

This provision in no way shall abrogate the UNION'S rights to any provision of the Meyers-Milias-Brown Act (Government Code §3500, et seq.) including the DISTRICT'S obligations to meet and consult. meet and confer over implementation and impacts, or meet and confer over mandatory subjects of bargaining pursuant to existing law, up to and including fact-finding and impasse procedures consistent with the current Employee-Employer Relations Resolution ("EERR").

- Wellness Reimbursement Benefit Effective January 1, 2014 the DISTRICT agrees to establish a е. wellness reimbursement benefit of \$225.00 maximum per employee for each year of the Agreement. The DISTRICT and the Union agree the Health Benefits Committee shall determine the eligible criteria for reimbursement. Employees shall submit receipts to Finance for the calendar year no later than December 1st of each year.
- f. Retirement Plan - Beginning October 1, 2005 new hires will not be eligible for the following retirement plan provisions: Deferred Retirement Option Plan (DROP); Purchase of Service, except those purchases guaranteed by state and federal law; or the supplemental benefit ("Thirteenth Check"). For all bargaining unit members hired on or after October 1, 2006, the service years required for eligibility for retiree health insurance will be raised from five (5) to ten (10) years. Additionally, employees hired on or after October 1, 2006 will have their retirement benefits based on an average of the three highest years salary.

For bargaining unit members hired prior to October 1, 2006, the DISTRICT will pay into the retirement system an amount not to exceed seven percent (7%) of each employee's gross wages (the "Offset") as prescribed for in the Salary Ordinance. For all bargaining unit members hired on or after October 1, 2006, the DISTRICT will pay into the retirement system an amount not to exceed five percent (5%) of each employee's gross wages (the "Offset").

Effective March 31, 2004, the DISTRICT implemented what is referred to as the 3% at 60 retirement plan.

The DISTRICT agrees to maintain the following benefit components as described in the DISTRICT's current Amended and Restated San Diego Unified Port District Retirement Plan and Trust dated March 24, 2008, for the duration of the careers of all bargaining unit employees in the bargaining unit as of October 1, 2008 as follows:

- The most advantageous retirement calculation factor for general members. •
- The vesting and eligibility requirements
- The industrial disability benefits •
- The non-industrial disability benefits •
- The death benefits .

Further the DISTRICT agrees to maintain the following benefit components as described in the DISTRICT's current Amended and Restated San Diego Unified Port District Retirement Plan and Trust dated March 24, 2008, and as may be amended from time to time.

Deferred Option Retirement Program ("DROP").

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- The Supplemental Benefit ("13th Check").
- Purchase of Permissive service credits ("air time").
- The DISTRICT's pick up of a portion of the employee's retirement contributions ("offset").
- g. <u>Retiree Benefits</u> The DISTRICT agrees to provide retiree medical, dental, and basic life/AD&D insurance for the duration of the careers of current employees as of 10/01/08 and for the remainder of their lives (Exhibit "E"). The DISTRICT cannot agree to guarantee retiree dependent coverage. The DISTRICT reserves the right to modify the retiree medical, dental and basic life/AD&D, including plan design and/or changes in insurance carrier. It is the express intent of the DISTRICT to afford retiree medical, dental and basic life/AD&D for those currently employed as of 10/01/08 for the remainder of their lives and that thee benefits are vested without reservation.
- Reopener for Health/Dental Due to the escalating health care costs and the ongoing work of the h. employee Health Benefits Committee, the parties agree to reopen this Agreement to review the health care benefits for the purpose of reaching mutually acceptable changes to them. Additionally, at such time as regulations are issued implementing the Affordable Care Act (ACA), the DISTRICT and UNION will meet and confer to review the impact of such regulations on the benefit plans then in force. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this MOU will be modified or may be affected by the ACA during the term of this Agreement, it is agreed that the DISTRICT and UNION will reopen this Agreement to meet and confer and determine how such mandated changes will be implemented, and to include addressing other health plan options. The DISTRICT will provide the UNION a 30-day notification and information period to review any and all benefit elements for the purpose of meet and confer. This provision in no way shall abrogate the UNION'S rights to any provision of the Meyers-Milias-Brown Act (Government Code §3500, et seq.) including the DISTRICT's obligations to meet and consult, meet and confer over implementation and impacts, or meet and confer over mandatory subjects of bargaining pursuant to existing law up to and including fact-finding and impasse procedures consistent with the current "EERR".

SECTION 3. Extra Compensation for Certain Classes When Serving as Lead Persons or Performing Special Tasks

- An employee in F645, Maintenance Worker II, shall be paid at a rate approximately five percent (5%) higher than prescribed for said class when assigned as lead person Railroad Repair Worker. The total number qualifying for this extra pay shall not exceed one (1) in each above-mentioned class at any one time. Anyone assigned as lead railroad repair worker must meet federal railroad qualifications and have a current certificate on file.
- b. Certain employees in Groups D and F, when assigned as provided in the Salary Ordinance as the responsible lead person for certain shifts, or when assigned special tasks shall be paid at a rate approximately five percent (5%) higher than their current rate of pay. Employees receiving extra compensation as provided in subparagraph "a" of this section shall not receive said lead person compensation provided herein.
- c. Employees certified and assigned to inspect, maintain, and service DISTRICT fire extinguishers

shall be paid at a rate of approximately five percent (5%) higher than their current rate of pay. DISTRICT management will determine the required certification.

- d. Any employee represented by this Agreement will be paid eleven dollars (\$11.00) per hour, in addition to their regular base salary when they are engaged in diving operations for the purpose of performing engineering and maintenance operations, surveys and/or inspections. "Divina Operations" means the time spent in the water, time rigging diving equipment between dives, time spent decompressing following dives, and time spent by any trained and fully qualified diver, who is a current member of the dive team, performing as the "surface tender" for the dive team during a dive.
- Special Training Pay of \$1/hour shall be paid to any bargaining unit member for the following: e.
 - 1) Appointing Authority assigned and authorized training that applies only to:
 - a. the training of employees outside of the trainer's classification for skill improvement or in areas of mandatory compliance; or
 - b. the training of employees within the trainer's classification where assigned by Appointing Authority for the specific purpose of acquiring new skills.
 - 2) Special Training Pay will not be provided for remedial training of employees or for task/job orientation training that is considered part of the trainer's existing job duties.
 - 3) The trainer will be required to sign off on the Special Training provided.
 - 4) This differential is not considered as compensation or earnings for the purposes of calculating retirement.

SECTION 4. Tuition Reimbursement

The DISTRICT agrees to provide additional growth opportunities for employees through a tuition reimbursement refund program. The maximum dollar amount of tuition reimbursement shall not exceed Two Thousand Dollars (\$2,000.00) per year. Such refunded courses must have prior approval by the Director, Human Resources or designee.

SECTION 5. Reimbursement for Meals

An employee who works extended day overtime, including emergency callback overtime, shall be reimbursed for the actual cost of his/her meal. Effective October 1, 2016, this amount is not to exceed \$10.00, provided such extended work day overtime includes five (5) hours of overtime on any single shift. Such extended day overtime may be performed before or at the end of a workday. To qualify, the five (5) hours must be interrupted by an unpaid meal break, following which the employee returns to the work site to work for at least one of the five (5) hours.

SECTION 6. Compensation for Medical Treatment-Job Related Injuries/Illnesses

Any employee receiving medical treatment authorized by the DISTRICT for job related injuries/illnesses shall be compensated at his/her regular rate for any and all time spent for such treatment including travel to and from the medical facility during regularly scheduled work hours. Medical treatment that is other

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than emergency or first treatment needs to be scheduled before or after regularly scheduled work hours or on an employee's day off and shall be considered as done on the employee's own time and no compensation shall be due.

SECTION 7. Differential for Bilingual Availability

Subject to the limitations and prerequisites for eligibility set forth in Administrative Procedure No. 128-202, any full-time qualifying employee in any of the classifications within the unit represented by the UNION, who has been determined by the Appointing Authority, with Human Resource's concurrence, to be eligible for bilingual compensation, shall receive said compensation at the rate of 2.5% above the employee's unadjusted base salary.

SECTION 8. Night Premium Eligibility

Employees in assignments where the individual is subject to a regularly recurring fixed shift where at least 50% of said regularly recurring scheduled hours are between the hours of 1800 hours and 0800 hours, shall receive an hourly shift differential in the amount of \$1.75. Effective October 1, 2013, employees will be paid night shift differential when mandated or volunteer to cover night shift hours as defined in this Article.

SECTION 9. Annual Leave Cash-out

Effective October 1, 2016, any permanent employee may cash out up toforty (40) hours of annual leave once per year as long as at least 120 annual leave hours remain accrued after the cash-out. Only one cash-out per year will be paid to an eligible employee per calendar year. This "cash out" would not be considered compensation or earnings for the purposes of calculating retirement and is subject to any and all legally required deductions

ARTICLE 20

STEWARDS

SECTION 1. Stewards

The UNION may designate stewards to represent employees covered by this Memorandum in the processing of grievances, subject to the following rules and procedures:

- a. The UNION and the DISTRICT agree that the UNION shall have only five (5) UNION stewards plus one alternate for each steward. Alternates may perform functions of stewards only in the event of the absence from work of the duly appointed steward for which they are serving as alternates.
- b. The UNION shall furnish management representatives with a written list identifying the name and the assigned work area of each steward and such list shall be kept current by the UNION.
- c. The UNION shall designate as stewards only employees who have passed an initial probationary period and have been designated as permanent employees of the Classified Service.
- d. The UNION, in exercising its right to appoint or elect stewards and alternates, understands and agrees that said stewards and alternates are acting on behalf of the UNION in all matters set forth

in this Article 20 and, therefore, the UNION is responsible for their actions.

SECTION 2. Rights of Stewards

- a. <u>Selection of Stewards</u> The UNION shall have the right to appoint or elect stewards and their alternates to assist any employee covered by this Memorandum who requests representation of his/her grievance which includes a claimed safety grievance for consideration by DISTRICT representatives.
- b. <u>Handling Grievances and Complaints</u> Stewards may receive and discuss <u>but not solicit</u> complaints and grievances of the UNION member employees on DISTRICT premises and on DISTRICT time, but only to the extent that such activities do not neglect, retard, or interfere with the work and duties of the stewards, the employees, or the operations of the department.
- c. <u>Stewards to Request Permission</u> Stewards or alternates being requested to assist any employee covered by this Memorandum on such matters during working hours shall first request permission from his/her immediate supervisors; such request must not be unreasonably denied.
- d. <u>Payment for Reasonable Time Spent During Working Hours</u> The DISTRICT shall pay the authorized stewards the applicable rate of pay for a reasonable amount of time spent in resolving such grievance during working hours.
- e. <u>Interrogation and Representation</u> This section shall apply to any interrogation of a represented employee wherein formal disciplinary action is being contemplated; however, it <u>shall not</u> apply to an interrogation of a represented employee in the normal course of work, including counseling, instruction, informal verbal admonishment, or unplanned contact.
- f. <u>Subject and Time Limitations</u> With the exception of processing grievance matters and negotiating contracts, the UNION agrees not to transact any business on DISTRICT time. It is expected that the handling of grievances will take six (6) hours or less per month. If the provisions of this section are observed being exceeded, the DISTRICT will contact the UNION and discuss the problem prior to the steward being released.
- g. <u>Number of Negotiating Representatives</u> The UNION shall have the right to have a maximum of five (5) DISTRICT employees on the UNION'S negotiating team. The UNION shall be permitted to rotate team members, if desired, during negotiations on a day-by-day basis. The provisions of this section shall not apply to persons on off duty time.

SECTION 3. Handling Grievances

- a. When requested by an employee, a steward, with permission of his/her supervisor, may assist the employee on any alleged grievance in his/her assigned work area and assist the employee in its preparation and presentation.
- b. After notifying and receiving approval of the immediate supervisor, a steward shall be allowed reasonable time off during working hours, without loss of time or pay, to contact an employee and prepare and present such grievance on behalf of an employee. The immediate supervisor will authorize the steward to leave his/her work, unless compelling circumstances require refusal of such permission, in which case the immediate supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward cart reasonably be expected to be relieved from his/her work assignment.

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- When a steward desires to contact an employee at his/her work location, the steward shall first C. contact the immediate supervisor of that employee, advise him/her of the nature of the business, and obtain the permission of the supervisor to meet with the employee. The immediate supervisor will make the employee available promptly, unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the steward when he/she can reasonably expect to contact the employee.
- A steward's interview or discussion with an employee on DISTRICT time will be handled d. expeditiously.
- It is recognized by both parties that stewards' functions are necessary in maintaining sound е. employee-employer relations on the job.

ARTICLE 21

UNION ACCESS

SECTION 1. Definition of UNION Representation

The UNION representative shall mean only those paid employees of the UNION or officers of the UNION who are not in any manner paid employees or agents of the DISTRICT. The UNION shall, within thirty (30) days of the effective date of this Memorandum, give to the DISTRICT a written list of all authorized representatives, which list shall thereafter be kept current by the UNION. Access to work locations hereunder will be granted only to representatives on the current list.

SECTION 2. Access to Work Area

Authorized UNION representatives shall (unless such access is thought by the DISTRICT representative to unduly interfere with operations) be granted access to work locations in which employees covered hereby are employed for the purpose of contacting employees they represent in matters of grievances and observing working conditions. Authorized UNION representatives desiring entrance from the appropriate DISTRICT representative shall inform said DISTRICT representative of the purpose of the visit. Said DISTRICT representative may deny access to work location if, in his/her judgment, it is deemed that a visit will unduly interfere with the operations of the department or facility thereof, in which event said DISTRICT representative will recommend an alternate time for the visit.

ARTICLE 22

PAYROLL DEDUCTIONS FOR DUES OR OTHER APPROVED DEDUCTIONS

SECTION 1. Authorization for Dues Deductions

Pursuant to the Government Code §3502 agency shop arrangement between the DISTRICT and the UNION, unit members are required as a condition of continued employment to either join the UNION or to pay the UNION a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization. Said dues, fees and/or assessments shall be deducted from the unit members' compensation received on a bi-weekly pay period basis, and shall be remitted to

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SECTION 2. Legal Aspects of Section 1

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The UNION shall indemnify and save the DISTRICT harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reasons of the application of this Article 22 and Article 1.

ARTICLE 23

GRIEVANCE PROCEDURE

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit or be involved in a grievance.

The grievance procedure shall be as outlined in SAN DIEGO UNIFIED PORT DISTRICT Administrative Procedure No. 128-260 and is incorporated into this agreement as Exhibit "C".

ARTICLE 24

SAFETY COMMITTEE

The DISTRICT agrees that the UNION shall be authorized to appoint one employee member to any established DISTRICT Safety Committee. Such employee member may input and discuss all agenda items which shall include new safety business. Hazardous materials questions may be raised at the committee and the committee shall receive a response as to the nature of such materials questioned in generic language.

ARTICLE 25

UNIFORM ALLOWANCE

SECTION 1. General Services Uniforms

The DISTRICT and the UNION agree that the DISTRICT will provide and maintain one (1) clean work uniform daily, including the total cost thereof, for all unit members, and the UNION agrees that it shall be mandatory that all of its members wear only such uniforms during working hours. The DISTRICT agrees to continue providing work coveralls for those employees requiring them.

SECTION 2. Uniforms for Other Classes

The DISTRICT will provide and maintain one (1) clean work uniform daily, including the total cost thereof, for any other classes designated by Management. Work coveralls shall be available on an as needed basis for employees in Class B250-CNR03, Wharfinger.

SECTION 3. Uniform Ownership

All uniforms and coveralls shall remain the sole property of the DISTRICT. Upon termination of an

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employee, all such property shall be returned to the DISTRICT. If any such property is lost or damaged other than through normal wear and tear, an employee shall be liable for compensating DISTRICT for such loss or damage.

SECTION 4. Community Service Officers

The District agrees to provide all Community Service Officers (CSOs) an annual uniform and equipment allowance (for any items required and authorized by the DISTRICT) up to a maximum of One Thousand One Hundred Fifty Dollars (\$1,150.00) per year commencing on October 1, 2013. This allowance will include cleaning and replacement of uniforms and equipment caused by normal usage. Additionally it will include reimbursement for Safety Shoes; therefore Article 26, Section 5 will not apply. Items which are considered uniforms and required equipment are shown in the attached Exhibit "D". The annual allowance shall be payable in one lump sum on the second paycheck in October of each year.

Employees who terminate (voluntary or involuntary) or retire shall refund any unused portion of the annual allowance on or before their termination date. The unused portion shall consist of 1/12 (one-twelfth) the annual allowance times the number of months and partial months left between the termination date and the end of the salary year.

ARTICLE 26

SAFETY EQUIPMENT

SECTION 1. Safety Clothing & Equipment

The DISTRICT, at its own cost and expense, shall furnish to all employees the appropriate special safety clothing, tools, safety devices and articles (work shoes or other personal apparel not included) to perform their assignments. The employee shall be responsible for the reasonable care of all items furnished by the DISTRICT.

SECTION 2. Clean & Safe Work Environment

The DISTRICT will provide adequate heat and ventilation in all work areas, maintain clean and sanitary restrooms and provide hot water, adequate toilet and washroom facilities and safety eye wash equipment in areas where high levels of dust are created by DISTRICT facilities.

SECTION 3. Safe Work Habits

The DISTRICT, UNION and employees agree to comply with all lawful safety rules and regulations in effect and any subsequent rules and regulations that may be adopted by the DISTRICT.

SECTION 4. Employees Use of Protective Gear and Clothing

Each employee covered by the Memorandum agrees to use and wear safety equipment provided which will protect the employee and promote his/her own health and safety.

SECTION 5. Safety Shoes

Any employee eligible for the Safety Equipment Reimbursement Program shall be reimbursed for the

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purchase or resole of safety shoes in an amount not to exceed one hundred and seventy-five dollars (\$175.00) per fiscal year. The Program requires that the shoes and re-sole meet certain safety standards, and that the purchase was in accordance with the Program requirements. For such employees, all shoes worn while on duty shall meet the specifications provided by the DISTRICT'S Safety Manager. Shoes may be inspected by DISTRICT representatives periodically to assure compliance with specifications. Community Service Officers are not eligible for this benefit.

ARTICLE 27

RELEASE TIME

Employees elected to the UNION negotiations committee shall be afforded reasonable time for negotiations with the DISTRICT. The DISTRICT agrees to permit three negotiation-related meetings annually for UNION membership. The purpose of such meetings shall be only for preparation for annual meet and confer sessions and ratification of Memorandum.

ARTICLE 28

SPECIAL PROVISIONS

SECTION 1. Lunchrooms

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The DISTRICT agrees to continue the lunchroom facilities at General Services, the Administration Building, and other current DISTRICT-designated locations.

SECTION 2. Advancement Within Range

- a. The UNION agrees and accepts Rule 5, Section 11, Pay Advancements of the DISTRICT'S Personnel Rules and Regulations.
- b. This Rule shall be administered by the DISTRICT Management in the following manner:
 - 1. The Director, Human Resources shall notify each appointing authority as to the date an employee in the classified service is eligible to be considered for advancement at least one (1) month in advance of that date.
 - 2. The appointing authority shall, within ten (10) working days prior to the effective date when such considered normal merit increase can take effect, and after discussing with the affected employee his/her recommendation, submit to the Director, Human Resources the recommendation as to whether such merit step increase shall be granted, delayed or denied. The appointing authority must provide justification for any recommendation made based on a standard of acceptable, improvement needed, or non-acceptable, job-related performance in any one or several of the performance criteria established by the DISTRICT.
 - 3. The Director, Human Resources shall review the pertinent documentation in the employee's personnel file together with the written information submitted by the appointing authority supporting his/her recommendation and submit such recommendation to the Executive Director or his/her designated representative for final determination.

4. The Executive Director's decision shall be final and not subject to a hearing or review by the Personnel Advisory Board. Such final decision shall be transmitted by the Human Resources Office in writing to the appointing authority and employee.

SECTION 3. Use of DISTRICT Facilities

The UNION may, with proper approval, be granted the use of DISTRICT facilities during non-work hours for meeting with its members. The purpose of holding such meeting shall be only for matters pertaining to wages, hours and other terms and conditions of employment.

SECTION 4Labor Management Committee

The Labor Management Committee ("LMC") will be comprised of representatives of both the DISTRICT and the UNION. The LMC will meet on a regularly recurring basis and/or at the request of either party. The purpose of the LMC shall be to address ongoing real or potential disputes and other matters of interest and concern to the parties. Absent written agreement of the parties, no changes in terms or conditions of employment shall be effectuated as a result of the LMC meetings.

This provision in no way shall abrogate the UNION'S rights to any provision of the Meyers-Milias-Brown Act (*Government Code* §3500, *et seq.*) including the DISTRICT'S obligations to meet and consult, meet and confer over implementation and impacts, or meet and confer over mandatory subjects of bargaining pursuant to existing law, up to and including fact-finding and impasse procedures consistent with the current EERR.

SECTION 5. Removal of Adverse Reports

Written reprimands, letters of warning, and counseling sheets placed in an employee's personnel files shall, after one (1) year and upon the written request of the employee, be removed from the employee's file if there has not been any recurrence of a similar nature. If the employee's appointing authority determines that retention of the specified record is no longer appropriate, the appointing authority shall remove it from the personnel file and forward it to the Director of Human Resources. Human Resources will seal the record, subject to opening only by (1) court order, or (2) at the request of the employee. Human Resources will destroy the record as soon as legally permitted to do so.

SECTION 6. Supervision of Work Fair Project Workers

The DISTRICT agrees that only supervisory personnel will be responsible for the supervision of Work Fair Project Workers.

SECTION 7. The Use of Independent Contractors

The DISTRICT agrees to adhere to the second paragraph of Section 71.5 of the San Diego Unified Port DISTRICT Act which reads as follows:

"Nothing in this Section shall prevent the DISTRICT from employing an independent contractor to provide services of a professional, scientific, or technical nature where the DISTRICT has determined that it is impractical to have such service furnished by a person employed or to be employed in the classified service, and the employment of such independent contractor will not require the removal, suspension, layoff, or transfer of any employee in the classified service or the

SECTION 9. "F" and "G" Step Compensation Administration

Administrative Procedure No. 128-201, provides a means for rewarding and retaining employees who consistently perform the full range of their assigned responsibilities as well as meet or exceed criteria set forth in the procedure. The eligibility criteria include general, specific, and performance and behavior requirements.

ARTICLE 29

DISTRICT MANAGEMENT RIGHTS

SECTION 1. Mission of DISTRICT

It is the exclusive right of the DISTRICT to determine the mission of each of its constituent departments, divisions, boards and commissioners, set standards of services to be offered, and exercise control and discretion over its organization and operations. It is also the exclusive right of the DISTRICT to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the DISTRICT'S operations are to be conducted.

SECTION 2. New Classifications

It is the exclusive right of Management to determine when new classifications are established and when existing classifications will be reclassified or deleted.

SECTION 3. Promotion Procedures & Supervisory Ratios

It is the exclusive right of Management to determine procedures for promotions and to determine criteria for establishment of supervisory personnel, including the ratio of supervisory personnel to subordinates.

SECTION 4. DISTRICT Participation in Community Programs

It is the exclusive right of Management to cooperate and participate in community programs designed to provide work experience and on-the-job training for Work Fair Project Workers so that they may compete in the labor market. It is agreed that the use of Work Fair Project Workers will not replace regular employees, nor will they be permitted to perform tasks or use equipment which might endanger their own safety or the safety of DISTRICT employees or others.

SECTION 5. Performance Reports

It shall be the exclusive right of Management to determine employee performance reporting procedures and the job-related criteria and/or standards for evaluating employee performance.

SECTION 6. Rights Shall Be Reasonable

The exercise of the above rights shall be reasonable and shall not preclude employees or their UNION representatives from consulting with Management representatives about the effect these decisions may

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have on matters pertaining to wages, hours, and other items and conditions of employment.

ARTICLE 30

DISTRICT EMPLOYEE RIGHTS

SECTION 1. DISTRICT Employee Rights

Each individual employee shall have the following rights which he/she may exercise in accordance with applicable laws, ordinances, and rules and regulations:

- a. The right to form, join and participate in the activities of employee organizations or his/her own choosing for the purpose of representation on matters of his/her employee relations with the DISTRICT or to refuse to join or participate in the activities of any employee organization.
- b. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of his/her department head, his/her supervisor, other employees or employee organizations, or with respect to any lawful activity associated therewith which is within the scope of representation.

ARTICLE 31

UNFAIR EMPLOYEE RELATIONS PRACTICES

SECTION 1. Unfair Employee Relations Practices by DISTRICT

It shall be an unfair employee relations practice for the DISTRICT and its Management representatives:

- a. To interfere with, restrain, discriminate, intimidate or coerce employees in the exercise of the rights recognized or granted in this Memorandum.
- b. To dominate or interfere with the formation of any employee organization or contribute financial support to it, provided the rights recognized or granted to employee organizations in this Memorandum shall not be construed as financial support.
- c. To refuse to meet and confer in good faith with representatives of recognized employee organizations on matters within the scope of representation.
- d. To refuse to furnish the UNION in writing with a correct list of DISTRICT representatives with whom the UNION shall confer in good faith in the adjustment of grievances or hazardous working conditions.

SECTION 2. Unfair Employee Relations Practices by the UNION

It shall be an unfair employee relations practice for the UNION, its representatives or members:

- a. To interfere with, restrain, discriminate, intimidate or coerce in the exercise of the rights recognized or granted in this Memorandum.
- b. To refuse to meet and confer in good faith with DISTRICT officials on matters within the scope of

representation.

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c. To refuse to furnish the DISTRICT in writing the names of the representatives, shop stewards and/or their alternates.

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The foregoing pages represent the Tentative Memorandum of Understanding between the Management of the San Diego Unified Port District and the California Teamsters, Public, Professional & Medical Employees Union, Local 911, subject to the procedure in Article 2. Implementation.

For the DISTRICT:

For the UNION:

<u>////</u>//6 Date 10-17-2016 Date londio oníglio Chester Randa orďas 10/17/2017 ZOLL Karen G. Porteous **Bill Bowers** Date 0.17-16 10-17-16 Date Scott I lduc éwis 10-17-16 101816 Alvarez Date Francisco élle 016 10-1776 Date F. Gross CIM 10-17-16 Date David Carrillo McMinn Date 10-17-Marcus J. Cromartie Date Nicolasa Tatum

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Exhibit "A"

SAN DIEGO UNIFIED PORT DISTRICT

LIST OF CLASSIFICATIONS (Exhibit A)

16/17 Salary Ordinance 2868

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Group A – Principal Administrators and Assistants								
Class Title	Class Number	Unclassified Classified	FLSA Exempt Non-Exempt	Range	Minimum	Midpoint	Maximum	
Assistant Chief of Harbor Police	A2013-UE11	Unclassified	Exempt	Range 27	\$111,446	\$131,646	\$151,846	
Assistant Director, General Services	A2030-UE15	Unclassified	Exempt	Range 24	\$89,707	\$105,967	\$122,226	
Assistant Executive Director/Acting President/Acting Chief Executive Officer – Board Appointee	Appointee holds same class number as current class	Unclassified	Exempt	*	n/a	n/a	n/a	
Assistant General Counsel	A1010-UE14	Unclassified	Exempt	Range 31	\$170,586	\$201,505	\$232,423	
Assistant Vice President	A2058-UE16	Unclassified	Exempt	Range 28	\$119,808	\$141,523	\$163,238	
Assistant Vice President, Administrative Services	A1381-UE03	Unclassified	Exempt	Range 28	\$119,808	\$141,523	\$163,238	
Assistant Vice President, Business & Technology	A1287-UE03	Unclassified	Exempt	Range 28	\$119,808	\$141,523	\$163,238	
Assistant Vice President, Government Relations & Communication	A1035-UE08	Unclassified	Exempt	Range 28	\$119,808	\$141,523	\$163,238	
Assistant Vice President, Industry & Trade Relations	A1290-UE03	Unclassified	Exempt	Range 28	\$119,808	\$141,523	\$163,238	
Assistant Vice President, Operations	A1220-UE03	Unclassified	Exempt	Range 28	\$119,808	\$141,523	\$163,238	
CFO/Treasurer	A1150-UE03	Unclassified	Exempt	Range 29	\$134,784	\$159,214	\$183,643	
Chief Curator	A2062-UE16	Unclassified	Exempt	Range 25	\$96,437	\$113,916	\$131,395	
Chief Engineer/Engineering-Construction	A1201-UE03	Unclassified	Exempt	Range 28	\$119,808	\$141,523	\$163,238	
Chief Technology Officer	A2057-UE16	Unclassified	Exempt	Range 28	\$119,808	\$141,523	\$163,238	
Deputy General Counsel I	A2043-UE14	Unclassified	Exempt	Range 22	\$81,370	\$96,118	\$110,866	
Deputy General Counsel II	A2044-UE14	Unclassified	Exempt	Range 26	\$103,670	\$122,461	\$141,251	
Deputy General Counsel III	A2045-UE14	Unclassified	Exempt	Range 28	\$119,808	\$141,523	\$163,238	
Deputy General Counsel IV	A2046-UE14	Unclassified	Exempt	Range 29	\$134,784	\$159,214	\$183,643	
Deputy General Counsel V	A2060-UE16	Unclassified	Exempt	Range 30	\$151,632	\$179.116	\$206,598	
Deputy General Counsel VI	A2061-UE16	Unclassified	Exempt	Range 30	\$151,632	\$179.116	\$206,598	
Deputy Treasurer	A1155-UE15	Unclassified	Exempt	Range 24	\$89,707	\$105,967	\$122,226	
Director, Business Information & Technology Services	A1900-UE15	Unclassified	Exempt	Range 26	\$103,670	\$122,461	\$141,251	
Director, Enterprise Strategy & Innovation	A2055-UE16	Unclassified	Exempt	Range 27	\$111,446	\$131,646	\$151,846	
Director, Environmental & Land Use Management	A1950-UE15	Unclassified	Exempt	Range 26	\$103,670	\$122,461	\$141,251	
Director, Financial Services	A1350-UE15	Unclassified	Exempt	Range 26	\$103,670	\$122,461	\$141,251	
Director, General Services	A1396-UE15	Unclassified	Exempt	Range 26	\$103,670	\$122,461	\$141,251	
Director, Government Relations	A1952-UE11	Unclassified	Exempt	Range 26	\$103,670	\$122,461	\$141,251	
Director, Human Resources	A1400-UE15	Unclassified	Exempt	Range 26	\$103,670	\$122,461	\$141,251	
Director, Land Use Planning	A1393-UE03	Unclassified	Exempt	Range 25	\$96,437	\$113,916	\$131,395	
Director, Maritime	A1700-UE15	Unclassified	Exempt	Range 26	\$103,670	\$122,461	\$141,251	

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Group A – Principal Administrators and Assistants

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Class Title	Class Number	Unclassified Classified	FLSA Exempt Non-Exempt	Range	Minimum	Midpoint	Maximum
Director, Marketing & Communications	A1395-UE16	Unclassified	Exempt	Range 26	\$103,670	\$122,461	\$141,251
Director, People Strategies	A2048-UE16	Unclassified	Exempt	Range 26	\$103,670	\$122,461	\$141,251
Director, Port as a Service	A2056-UE16	Unclassified	Exempt	Range 27	\$111,446	\$131,646	\$151,846
Director, Procurement Services/Chief Procurement Officer	A2047-UE15	Unclassified	Exempt	Range 24	\$89,707	\$105,967	\$122,226
Director, Real Estate	A1225-UE03	Unclassified	Exempt	Range 26	\$103,670	\$122,461	\$141,251
District Clerk	A1365-UE03	Unclassified	Exempt	Range 25	\$96,437	\$113,916	\$131,395
Executive Director (President/CEO)–Board Appointee	A1000-UE03	Unclassified	Exempt	*	n/a	n/a	n/a
Executive Vice President	A1165-UE03	Unclassified	Exempt	Range 31	\$170,586	\$201,505	\$232,423
General Counsel–Board Appointee	A1005-UE14	Unclassified	Exempt	*	n/a	n/a	n/a
Harbor Police Captain	A2011-UE16	Unclassified	Exempt	Range 26	\$103,670	\$122,461	\$141,251
Port Auditor–Board Appointee	A1009-UE12	Unclassified	Exempt	*	n/a	n/a	n/a
Vice President	A1037-UE16	Unclassified	Exempt	Range 29	\$134,784	\$159,214	\$183,643
Vice President, Administration/CAO	A1025-UE03	Unclassified	Exempt	Range 29	\$134,784	\$159,214	\$183,643
Vice President, Environment & Development Services	A1038-UE12	Unclassified	Exempt	Range 29	\$134,784	\$159,214	\$183,643
Vice President, Operations/COO	A1015-UE03	Unclassified	Exempt	Range 29	\$134,784	\$159,214	\$183,643
Vice President, Public Policy	A1026-UE11	Unclassified	Exempt	Range 29	\$134,784	\$159,214	\$183,643
Vice President, Public Safety/Chief of Harbor Police	A1500-UE03	Unclassified	Exempt	Range 29	\$134,784	\$159,214	\$183,643
Vice President, Strategy & Business Development	A1028-UE11	Unclassified	Exempt	Range 29	\$134,784	\$159,214	\$183,643

*Salary as approved by the Board of Port Commissioners

)	Class Title	Class Number	Unclassified Classified	FLSA Exempt Non-Exempt	Range	Minimum	Midpoint	
)	Accountant	B243-CN03	Classified	Non-Exempt	Range 12	\$49,958	\$59,013	
	Accounting Assistant	D416-CN03	Classified	Non-Exempt	Range 3	\$32,198	\$38,034	
	Accounting Supervisor	B254-UE03	Unclassified	Exempt	Range 17	\$63,754	\$75,309	
•	Administrative Assistant I (Classified)	D417-CN15	Classified	Non-Exempt	Range 3	\$32,198	\$38,034	
j q	Administrative Assistant I (Unclassified)	D418-UN15	Unclassified	Non-Exempt	Range 3	\$32,198	\$38,034	

Group B, C, D - Professional, Technical and General/Clerical

Maximum

\$68,068 \$43,870

\$86,864 \$43,870 \$43,870
Class Title	Class Number	Unclassified Classified	FLSA Exempt Non-Exempt	Range	Minimum	Midpoint	Maximum
Administrative Assistant II (Classified)	D410-CN03	Classified	Non-Exempt	Range 6	\$37,277	\$44,033	\$50,790
Administrative Assistant II (Unclassified)	D411-UN03	Unclassified	Non-Exempt	Range 6	\$37,277	\$44,033	\$50,790
Applications Developer	B210-UE03	Unclassified	Exempt	Range 16	\$60,720	\$71,726	\$82,731
Architect	B300-CE03	Classified	Exempt	Range 16	\$60,720	\$71,726	\$82,731
Area Real Estate Manager	B821-UE03	Unclassified	Exempt	Range 24	\$89,707	\$105,967	\$122,226
Asset Manager	B279-UE03	Unclassified	Exempt	Range 19	\$70,272	\$83,009	\$95,746
Assistant Advertising Manager	B916-UE16	Unclassified	Exempt	Range 13	\$52,454	\$61,962	\$71,469
Assistant Asset Manager	B230-CN03	Classified	Non-Exempt	Range 15	\$57,830	\$68,312	\$78,794
Assistant Engineer	B206-CN03	Classified	Non-Exempt	Range 16	\$60,720	\$71,726	\$82,731
Assistant Environmental Specialist	B315-CN15	Classified	Non-Exempt	Range 12	\$49,958	\$59,013	\$68,068
Assistant Facility Security Officer	B624-UE09	Unclassified	Exempt	Range 18	\$66,936	\$79,068	\$91,200
Assistant Land Surveyor	C321-CN03	Classified	Non-Exempt	Range 15	\$57,830	\$68,312	\$78,794
Assistant Parking Manager	B917-UE16	Unclassified	Exempt	Range 15	\$57,830	\$68,312	\$78,794
Assistant Planner	B320-CN16	Classified	Non-Exempt	Range 11	\$47,578	\$56,201	\$64,824
Assistant Port Auditor	B221-UE16	Unclassified	Exempt	Range 21	\$77,496	\$91,542	\$105,588
Assistant Procurement Analyst	B263-CN16	Classified	Non-Exempt	Range 9	\$43,152	\$50,973	\$58,795
Assistant to CFO/Treasurer	D432-UN03	Unclassified	Non-Exempt	Range 10	\$45,312	\$53,525	\$61,738
Assistant to Port Auditor	D433-UN13	Unclassified	Non-Exempt	Range 10	\$45,312	\$53,525	\$61,738
Assistant to President/CEO	D431-UN03	Unclassified	Non-Exempt	Range 11	\$47,578	\$56,201	\$64,824
Assistant to Vice President	D430-UN03	Unclassified	Non-Exempt	Range 10	\$45,312	\$53,525	\$61,738
Associate Engineer	B205-CE03	Classified	Exempt	Range 19	\$70,272	\$83,009	\$95,746
Associate Environmental Specialist	B310-CN15	Classified	Non-Exempt	Range 14	\$55,075	\$65,058	\$75,040
Associate Planner	B306-CN16	Classified	Non-Exempt	Range 14	\$55,075	\$65,058	\$75,040
Benefits Analyst	B246-UE15	Unclassified	Exempt	Range 15	\$57,830	\$68,312	\$78,794
Benefits and Compensation Manager	B600-UE15	Unclassified	Exempt	Range 21	\$77,496	\$91,542	\$105,588
Budget Administrator	B150-UE03	Unclassified	Exempt	Range 21	\$77,496	\$91,542	\$105,588
Business Intelligence Analyst	B248-UE11	Unclassified	Exempt	Range 16	\$60,720	\$71,726	\$82,731
Business Intelligence Supervisor	B843-UE08	Unclassified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
Business Systems Analyst	B232-UE15	Unclassified	Exempt	Range 16	\$60,720	\$71,726	\$82,731
Business Systems Supervisor	B225-UE14	Unclassified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
Business Systems Technician	B233-UN09	Unclassified	Non-Exempt	Range 11	\$47,578	\$56,201	\$64,824
Capital Project Manager I	B215-UE03	Unclassified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
Capital Project Manager II	B214-UE03	Unclassified	Exempt	Range 24	\$89,707	\$105,967	\$122,226
Central Services Technician I	D428-CN03	Classified	Non-Exempt	Range 2	\$30,662	\$36,220	\$41,778
Central Services Technician II	D435-CN03	Classified	Non-Exempt	Range 3	\$32,198	\$38,034	\$43,870
Chief Policy Advisor	B851-UE14	Unclassified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
Civil Designer	C313-CN03	Classified	Non-Exempt	Range 11	\$47,578	\$56,201	\$64,824

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Class Title	Class Number	Unclassified Classified	FLSA Exempt Non-Exempt	Range	Minimum	Midpoint	Maximum
Commissioner Services Assistant	B177-UN15	Unclassified	Non-Exempt	Range 10	\$45,312	\$53,525	\$61,738
Community Relations Liaison Assistant	B834-UN15	Unclassified	Non-Exempt	Range 8	\$41,098	\$48,547	\$55,995
Community Relations Liaison Associate	B835-UE11	Unclassified	Exempt	Range 10	\$45,312	\$53,525	\$61,738
Community Service Officer	D465-CNR03	Classified	Non-Exempt	69.0	-	-	-
Community Service Officer Supervisor	B170-CNR03	Classified	Non-Exempt	73.9	-	-	-
Construction Inspector	C314-CN15	Classified	Non-Exempt	Range 11	\$47,578	\$56,201	\$64,824
Construction Inspector Supervisor	C312-CN05	Classified	Non-Exempt	Range 15	\$57,830	\$68,312	\$78,794
Crime Intelligence Analyst	B860-UE12	Unclassified	Exempt	Range 15	\$57,830	\$68,312	\$78,794
Curator	B100-UE16	Unclassified	Exempt	Range 18	\$66,936	\$79,068	\$91,200
Customer Relations Assistant	C328-CN03	Classified	Non-Exempt	Range 6	\$37,277	\$44,033	\$50,790
Database Administrator	B619-UE07	Unclassified	Exempt	Range 19	\$70,272	\$83,009	\$95,746
Department Administrative Manager	B809-UE03	Unclassified	Exempt	Range 21	\$77,496	\$91,542	\$105,588
Department Business Manager	B810-UE08	Unclassified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
Department Manager, Development Services	B907-UE16	Unclassified	Exempt	Range 24	\$89,707	\$105,967	\$122,226
Department Manager, Environmental and Land Use Management	B866-UE14	Unclassified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
Department Manager, Financial Services	B877-UE15	Unclassified	Exempt	Range 22	\$81,370	\$96,118	\$110,866
Department Manager, Real Estate Development	B874-UE16	Unclassified	Exempt	Range 24	\$89,707	\$105,967	\$122,226
Deputy District Clerk/Docket Coordinator	B660-UE03	Unclassified	Exempt	Range 17	\$63,754	\$75,309	\$86,864
Deputy District Clerk/Records Manager	B655-UE03	Unclassified	Exempt	Range 17	\$63,754	\$75,309	\$86,864
Deputy Port Auditor I	B240-UE16	Unclassified	Exempt	Range 15	\$57,830	\$68,312	\$78,794
Deputy Port Auditor II	B208-UE16	Unclassified	Exempt	Range 17	\$63,754	\$75,309	\$86,864
Distribution & Storage Technician I	D421-CN03	Classified	Non-Exempt	Range 3	\$32,198	\$38,034	\$43,870
Distribution & Storage Technician II	D441-CN08	Classified	Non-Exempt	Range 5	\$35,501	\$41,935	\$48,370
Document Management Assistant	D440-CN15	Classified	Non-Exempt	Range 4	\$33,811	\$39,939	\$46,068
Document Management Associate	B151-UN15	Unclassified	Non-Exempt	Range 8	\$41,098	\$48,547	\$55,995
Engineering Document Management Coordinator	B304-CN03	Classified	Non-Exempt	Range 15	\$57,830	\$68,312	\$78,794
Environmental Compliance Inspector	C329-CN14	Classified	Non-Exempt	Range 11	\$47,578	\$56,201	\$64,824
Environmental Review Coordinator	B308-CE03	Classified	Exempt	Range 19	\$70,272	\$83,009	\$95,746
Equal Opportunity Analyst	B234-UE15	Unclassified	Exempt	Range 12	\$49,958	\$59,013	\$68,068
Equal Opportunity Technician	B872-UN15	Unclassified	Non-Exempt	Range 9	\$43,152	\$50,973	\$58,795
Executive Assistant I (Classified)	D425-CN15	Classified	Non-Exempt	Range 8	\$41,098	\$48,547	\$55,995
Executive Assistant I (Unclassified)	D426-UN03	Unclassified	Non-Exempt	Range 8	\$41,098	\$48,547	\$55,995
Executive Assistant II (Classified)	D438-CN06	Classified	Non-Exempt	Range 9	\$43,152	\$50,973	\$58,795
Executive Assistant II (Unclassified)	D429-UN03	Unclassified	Non-Exempt	Range 9	\$43,152	\$50,973	\$58,795
Facility Security Coordinator	B626-UE12	Unclassified	Exempt	Range 21	\$77,496	\$91,542	\$105,588
Facility Security Officer	B623-UE05	Unclassified	Exempt	Range 21	\$77,496	\$91,542	\$105,588

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Class Title	Class Number	Unclassified Classified	FLSA Exempt Non-Exempt	Range	Minimum	Midpoint	Maximum
Financial Analyst	B135-UN15	Unclassified	Non-Exempt	Range 15	\$57,830	\$68,312	\$78,794
Financial Technician	B115-CN03	Classified	Non-Exempt	Range 7	\$39,139	\$46,233	\$53,327
GIS Analyst	B163-UE08	Unclassified	Exempt	Range 14	\$55,075	\$65,058	\$75,040
GIS Coordinator	B162-UE03	Unclassified	Exempt	Range 14	\$55,075	\$65,058	\$75,040
GIS Supervisor	B894-UE16	Unclassified	Exempt	Range 18	\$66,936	\$79,068	\$91,200
Grants Coordinator	B802-UE03	Unclassified	Exempt	Range 15	\$57,830	\$68,312	\$78,794
Grants Technician	B804-UN09	Unclassified	Non-Exempt	Range 11	\$47,578	\$56,201	\$64,824
Graphic Designer	C318-CN03	Classified	Non-Exempt	Range 8	\$41,098	\$48,547	\$55,995
Graphics Technician	C300-CE03	Classified	Exempt	Range 10	\$45,312	\$53,525	\$61,738
Homeland Security Intelligence Coordinator	B284-UE12	Unclassified	Exempt	Range 18	\$66,936	\$79,068	\$91,200
Homeland Security Program Manager	B285-UE05	Unclassified	Exempt	Range 25	\$96,437	\$113,916	\$131,395
Human Resources Analyst	B239-UE15	Unclassified	Exempt	Range 15	\$57,830	\$68,312	\$78,794
Human Resources Assistant	B645-UN15	Unclassified	Non-Exempt	Range 3	\$32,198	\$38,034	\$43,870
Human Resources Technician	B648-UN15	Unclassified	Non-Exempt	Range 9	\$43,152	\$50,973	\$58,795
Information Systems Supervisor	B223-UE05	Unclassified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
Information Technology Security Analyst	B200-UE15	Unclassified	Exempt	Range 19	\$70,272	\$83,009	\$95,746
Infrastructure Supervisor	B226-UE14	Unclassified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
IT Infrastructure Engineer I	B896-UE16	Unclassified	Exempt	Range 8	\$41,098	\$48,547	\$55,995
IT Infrastructure Engineer II	B897-UE16	Unclassified	Exempt	Range 11	\$47,578	\$56,201	\$64,824
IT Infrastructure Engineer III	B898-UE16	Unclassified	Exempt	Range 14	\$55,075	\$65,058	\$75,040
IT Infrastructure Engineer IV	B899-UE16	Unclassified	Exempt	Range 22	\$81,370	\$96,118	\$110,866
IT Project Manager	B908-UE16	Unclassified	Exempt	Range 25	\$96,437	\$113,916	\$131,395
Labor Relations Administrator	B603-UE07	Unclassified	Exempt	Range 19	\$70,272	\$83,009	\$95,746
Land Surveyor	B272-CN16	Classified	Non-Exempt	Range 19	\$70,272	\$83,009	\$95,746
Lead Accounting Technician	C327-CN03	Classified	Non-Exempt	Range 8	\$41,098	\$48,547	\$55,995
Lead Central Services Technician	B283-CN03	Classified	Non-Exempt	Range 4	\$33,811	\$39,939	\$46,068
Lead Distribution & Storage Technician	B262-CN03	Classified	Non-Exempt	Range 7	\$39,139	\$46,233	\$53,327
Lead Payroll Technician	C325-UN06	Unclassified	Non-Exempt	Range 8	\$41,098	\$48,547	\$55,995
Lead Public Safety Dispatcher	B264-CNR06	Classified	Non-Exempt	76.7	-	-	-
Lead Support Services	B861-UE12	Unclassified	Exempt	Range 18	\$66,936	\$79,068	\$91,200
Legal Assistant	D350-UN14	Unclassified	Non-Exempt	Range 12	\$49,958	\$59,013	\$68,068
Legislative Policy Administrator	B850-UE16	Unclassified	Exempt	Range 18	\$66,936	\$79,068	\$91,200
Maintenance Planner/Inspector	C315-CNR03	Classified	Non-Exempt	75.3	-		-
Maintenance Planning Supervisor	C310-CER03	Classified	Exempt	80.2	-	-	-
Management Analyst	B303-UE03	Unclassified	Exempt	Range 15	\$57,830	\$68,312	\$78,794
Manager, Attractions & Events	B893-UE16	Unclassified	Exempt	Range 24	\$89,707	\$105,967	\$122,226

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Class Title	Class Number	Unclassified Classified	FLSA Exempt Non-Exempt	Range	Minimum	Midpoint	Maximum
Manager, Business Development & Recreation Services	B833-UE13	Unclassified	Exempt	Range 20	\$73,805	\$87,182	\$100,559
Manager, Business Information & Technology Services	B814-UE15	Unclassified	Exempt	Range 25	\$96,437	\$113,916	\$131,395
Manager, Business Systems	B813-UE03	Unclassified	Exempt	Range 25	\$96,437	\$113,916	\$131,395
Manager, Capital Projects	B829-UE03	Unclassified	Exempt	Range 25	\$96,437	\$113,916	\$131,395
Manager, Citizen & Customer Intelligence	B892-UE16	Unclassified	Exempt	Range 25	\$96,437	\$113,916	\$131,395
Manager, Commissioner & Executive Services	B865-UE12	Unclassified	Exempt	Range 21	\$77,496	\$91,542	\$105,588
Manager, Commissioner Services	B156-UE03	Unclassified	Exempt	Range 18	\$66,936	\$79,068	\$91,200
Manager, Contracts Administration	B249-UE03	Unclassified	Exempt	Range 21	\$77,496	\$91,542	\$105,588
Manager, Corporate Communications	B852-UE11	Unclassified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
Manager, Distribution & Storage	B155-CE03	Classified	Exempt	Range 15	\$57,830	\$68,312	\$78,794
Manager, Engineering-Construction	B827-UE15	Unclassified	Exempt	Range 25	\$96,437	\$113,916	\$131,395
Manager, Environmental Policy	B311-UE11	Unclassified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
Manager, Environmental Programs	B825-UE03	Unclassified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
Manager, Equal Opportunity	B831-UE15	Unclassified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
Manager, Financial Planning & Analysis	B803-UE03	Unclassified	Exempt	Range 22	\$81,370	\$96,118	\$110,866
Manager, Financial Services	B805-UE03	Unclassified	Exempt	Range 22	\$81,370	\$96,118	\$110,866
Manager, Grants and Policy	B881-UE15	Unclassified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
Manager, Human Resources	B811-UE03	Unclassified	Exempt	Range 22	\$81,370	\$96,118	\$110,866
Manager, Innovation & User Experience	B895-UE16	Unclassified	Exempt	Range 25	\$96,437	\$113,916	\$131,395
Manager, Land Use Planning	B832-UE09	Unclassified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
Manager, Maintenance Systems	B808-UE12	Unclassified	Exempt	Range 21	\$77,496	\$91,542	\$105,588
Manager, Maritime Commercial Trade and Properties	B878-UE15	Unclassified	Exempt	Range 24	\$89,707	\$105,967	\$122,226
Manager, Maritime Operations	B815-UE15	Unclassified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
Manager, Maritime Trade Development	B816-UE06	Unclassified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
Manager, Marketing & Communications	B862-UE12	Unclassified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
Manager, Office of General Counsel Administration	B400-UE14	Unclassified	Exempt	Range 18	\$66,936	\$79,068	\$91,200
Manager, Operations & Maintenance	B807-UE03	Unclassified	Exempt	Range 22	\$81,370	\$96,118	\$110,866
Manager, Procurement Services	B820-UE06	Unclassified	Exempt	Range 21	\$77,496	\$91,542	\$105,588
Manager, Sustainable Energy	B882-UE15	Unclassified	Exempt	Range 22	\$81,370	\$96,118	\$110,866
Mapping Technician I	C319-CN03	Classified	Non-Exempt	Range 8	\$41,098	\$48,547	\$55,995
Mapping Technician II	C316-CN03	Classified	Non-Exempt	Range 11	\$47,578	\$56,201	\$64,824
Marine Terminal Supervisor	B227-CNR03	Classified	Non-Exempt	80.7	-	-	-
Marine Terminal Supervisor (Exempt)	B920-CER03	Classified	Exempt	80.7	-	-	-
Maritime Policy Manager	B900-UE16	Unclassified	Exempt	Range 24	\$89,707	\$105,967	\$122,226

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Class Title	Class Number	Unclassified Classified	FLSA Exempt Non-Exempt	Range	Minimum	Midpoint	Maximum
Marketing/Public Relations Representative	B236-CE03	Classified	Exempt	Range 16	\$60,720	\$71,726	\$82,731
Multi-Media Specialist	B873-CN15	Classified	Non-Exempt	Range 13	\$52,454	\$61,962	\$71,469
Network Systems Analyst	B219-UE15	Unclassified	Exempt	Range 18	\$66,936	\$79,068	\$91,200
Office Assistant (Classified)	D422-CN15	Classified	Non-Exempt	Range 1	\$29,203	\$34,496	\$39,789
Office Assistant (Unclassified)	D423-UN15	Unclassified	Non-Exempt	Range 1	\$29,203	\$34,496	\$39,789
Office Manager	D300-UN03	Unclassified	Non-Exempt	Range 10	\$45,312	\$53,525	\$61,738
Paralegal	B405-UN14	Unclassified	Non-Exempt	Range 13	\$52,454	\$61,962	\$71,469
Park Permit Coordinator	B260-CN03	Classified	Non-Exempt	Range 10	\$45,312	\$53,525	\$61,738
Parking Customer Service Agent	B910-CN16	Classified	Non-Exempt	Range 4	\$33,811	\$39,939	\$46,068
Parking Manager	B901-UE16	Unclassified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
Payroll Specialist	B256-UE15	Unclassified	Exempt	Range 11	\$47,578	\$56,201	\$64,824
Payroll Technician	D415-UN16	Unclassified	Non-Exempt	Range 8	\$41,098	\$48,547	\$55,995
People Strategies Business Partner	B884-UE16	Unclassified	Exempt	Range 20	\$73,805	\$87,182	\$100,559
Police Backgrounds Investigator	C330-CN16	Unclassified	Non-Exempt	90.0	-	-	-
Police Records Assistant	D400-CN03	Classified	Non-Exempt	Range 3	\$32,198	\$38,034	\$43,870
Police Records Supervisor	D402-CER03	Classified	Exempt	72.8	-	-	-
Principal Marketing/Public Relations Representative	B238-UE03	Unclassified	Exempt	Range 20	\$73,805	\$87,182	\$100,559
Principal, Business Development & Finance	B853-UE11	Unclassified	Exempt	Range 24	\$89,707	\$105,967	\$122,226
Principal, Development Services	B890-UE16	Unclassified	Exempt	Range 25	\$96,437	\$113,916	\$131,395
Principal, Maritime Business Development	B880-UE16	Unclassified	Exempt	Range 24	\$89,707	\$105,967	\$122,226
Principal, Maritime Business Retention	B902-UE16	Unclassified	Exempt	Range 25	\$96,437	\$113,916	\$131,395
Principal, Planning & Green Port	B886-UE16	Unclassified	Exempt	Range 25	\$96,437	\$113,916	\$131,395
Principal, Portfolio Management	B889-UE16	Unclassified	Exempt	Range 25	\$96,437	\$113,916	\$131,395
Principal, Special Projects	B867-UE14	Unclassified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
Principal, Trade Development	B625-UE11	Unclassified	Exempt	Range 24	\$89,707	\$105,967	\$122,226
Procurement Analyst I	B266-CN15	Classified	Non-Exempt	Range 12	\$49,958	\$59,013	\$68,068
Procurement Analyst II	B265-CE15	Classified	Exempt	Range 17	\$63,754	\$75,309	\$86,864
Procurement Supervisor	B269-UE15	Unclassified	Exempt	Range 19	\$70,272	\$83,009	\$95,746
Program Manager	B282-UE16	Unclassified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
Program Manager, Aquaculture & Blue Tech	B885-UE16	Unclassified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
Program Manager, Energy and Sustainability	B891-UE16	Unclassified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
Program Manager, Engineering-Construction	B883-UE16	Unclassified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
Program Manager, Planning & Green Port	B887-UE16	Unclassified	Exempt	Range 22	\$81,370	\$96,118	\$110,866
Program Manager, Real Estate	B875-UE15	Unclassified	Exempt	Range 21	\$77,496	\$91,542	\$105,588
Project Manager, Arts & Culture	B209-UE16	Unclassified	Exempt	Range 16	\$60,720	\$71,726	\$82,731
Project Review Associate	B903-UE16	Unclassified	Exempt	Range 15	\$57,830	\$68,312	\$78,794

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Class Title	Class Number	Unclassified Classified	FLSA Exempt Non-Exempt	Range	Minimum	Midpoint	Maximum
Project Scheduler	B321-CN03	Classified	Non-Exempt	Range 16	\$60,720	\$71,726	\$82,731
Public Information Officer	B856-UE13	Unclassified	Exempt	Range 20	\$73,805	\$87,182	\$100,559
Public Safety Dispatch Supervisor	B171-CNR03	Classified	Non-Exempt	81.6	-	-	-
Public Safety Dispatcher	D460-CNR14	Classified	Non-Exempt	73.7	-	-	-
Risk and Safety Manager	B650-UE14	Unclassified	Exempt	Range 21	\$77,496	\$91,542	\$105,588
Risk Management Administrator	B617-UE03	Unclassified	Exempt	Range 18	\$66,936	\$79,068	\$91,200
Risk Management Analyst	B615-UE03	Unclassified	Exempt	Range 15	\$57,830	\$68,312	\$78,794
Safety Specialist I	B606-CN14	Classified	Non-Exempt	Range 10	\$45,312	\$53,525	\$61,738
Safety Specialist II	B607-CN14	Classified	Non-Exempt	Range 12	\$49,958	\$59,013	\$68,068
Senior Accountant	B245-CE15	Classified	Exempt	Range 14	\$55,075	\$65,058	\$75,040
Senior Administrative Assistant (Classified)	D427-CN03	Classified	Non-Exempt	Range 7	\$39,139	\$46,233	\$53,327
Senior Administrative Assistant (Unclassified)	D424-UN15	Unclassified	Non-Exempt	Range 7	\$39,139	\$46,233	\$53,327
Senior Applications Developer	B281-UE03	Unclassified	Exempt	Range 18	\$66,936	\$79,068	\$91,200
Senior Appraiser	B280-UE03	Unclassified	Exempt	Range 19	\$70,272	\$83,009	\$95,746
Senior Asset Manager	B229-UE03	Unclassified	Exempt	Range 21	\$77,496	\$91,542	\$105,588
Senior Benefits & Compensation Analyst	B918-UE16	Unclassified	Exempt	Range 19	\$70,272	\$83,009	\$95,746
Senior Business Intelligence Analyst	B844-UE15	Unclassified	Exempt	Range 18	\$66,936	\$79,068	\$91,200
Senior Business Systems Analyst	B231-UE15	Unclassified	Exempt	Range 18	\$66,936	\$79,068	\$91,200
Senior Construction Inspector	C311-CN15	Classified	Non-Exempt	Range 14	\$55,075	\$65,058	\$75,040
Senior Engineer	B204-CE03	Classified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
Senior Environmental Specialist	B309-CE15	Classified	Exempt	Range 19	\$70,272	\$83,009	\$95,746
Senior Equal Opportunity Analyst	B286-UE15	Unclassified	Exempt	Range 14	\$55,075	\$65,058	\$75,040
Senior Financial Analyst	B276-UE15	Unclassified	Exempt	Range 17	\$63,754	\$75,309	\$86,864
Senior Human Resources Analyst	B247-UE15	Unclassified	Exempt	Range 17	\$63,754	\$75,309	\$86,864
Senior IT Auditor	B616-UE03	Unclassified	Exempt	Range 18	\$66,936	\$79,068	\$91,200
Senior Management Analyst	B201-UE15	Unclassified	Exempt	Range 18	\$66,936	\$79,068	\$91,200
Senior Manager, Public Policy	B854-UE11	Unclassified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
Senior Planner	B259-CE16	Classified	Exempt	Range 19	\$70,272	\$83,009	\$95,746
Senior Police Records Assistant	D401-CN03	Classified	Non-Exempt	Range 4	\$33,811	\$39,939	\$46,068
Senior Policy Administrator	B819-UE11	Unclassified	Exempt	Range 24	\$89,707	\$105,967	\$122,226
Senior Policy Analyst	B855-UE11	Unclassified	Exempt	Range 17	\$63,754	\$75,309	\$86,864
Senior Project Architect	B646-UE03	Unclassified	Exempt	Range 20	\$73,805	\$87,182	\$100,559
Senior Project Office Administrator	B817-UE03	Unclassified	Exempt	Range 26	\$103,670	\$122,461	\$141,251
Senior Systems Administrator	B871-UE15	Unclassified	Exempt	Range 21	\$77,496	\$91,542	\$105,588
Senior Trade Account Representative	B622-UE03	Unclassified	Exempt	Range 20	\$73,805	\$87,182	\$100,559
Senior Training & Organization Development Specialist	B253-UE15	Unclassified	Exempt	Range 17	\$63,754	\$75,309	\$86,864

Class Title	Class Number	Unclassified Classified	FLSA Exempt Non-Exempt	Range	Minimum	Midpoint	Maximum
Senior Web Developer	B220-CN03	Classified	Non-Exempt	Range 16	\$60,720	\$71,726	\$82,731
Special Events Associate	B237-CE03	Classified	Exempt	Range 13	\$52,454	\$61,962	\$71,469
Staff Assistant I (Classified)	B267-CN15	Classified	Non-Exempt	Range 7	\$39,139	\$46,233	\$53,327
Staff Assistant I (Unclassified)	B273-UN03	Unclassified	Non-Exempt	Range 7	\$39,139	\$46,233	\$53,327
Staff Assistant II (Classified)	B268-CN15	Classified	Non-Exempt	Range 8	\$41,098	\$48,547	\$55,995
Staff Assistant II (Unclassified)	B287-UN09	Unclassified	Non-Exempt	Range 8	\$41,098	\$48,547	\$55,995
Supervising Civil Designer	C309-CN03	Classified	Non-Exempt	Range 14	\$55,075	\$65,058	\$75,040
Supervising Mapping Technician	C308-CN03	Classified	Non-Exempt	Range 14	\$55,075	\$65,058	\$75,040
Survey Technician I	C320-CN03	Classified	Non-Exempt	Range 8	\$41,098	\$48,547	\$55,995
Survey Technician II	C317-CN03	Classified	Non-Exempt	Range 11	\$47,578	\$56,201	\$64,824
Systems Administration Supervisor	B879-UE15	Unclassified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
Systems Administrator	B870-UE15	Unclassified	Exempt	Range 18	\$66,936	\$79,068	\$91,200
Systems Support Analyst I	B837-UN15	Unclassified	Non-Exempt	Range 12	\$49,958	\$59,013	\$68,068
Systems Support Analyst II	B211-UE15	Unclassified	Exempt	Range 16	\$60,720	\$71,726	\$82,731
Systems Support Supervisor	B700-UE03	Unclassified	Exempt.	Range 21	\$77,496	\$91,542	\$105,588
Technical Training Specialist	B840-UN15	Unclassified	Non-Exempt	Range 9	\$43,152	\$50,973	\$58,795
Technology Security Supervisor	B222-UE13	Unclassified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
Technology Services Supervisor	B224-UE05	Unclassified	Exempt	Range 23	\$85,440	\$100,926	\$116,412
Telecommunications Analyst	B212-CN03	Classified	Non-Exempt	Range 12	\$49,958	\$59,013	\$68,068
Telecommunications Technician	B839-CN03	Classified	Non-Exempt	Range 11	\$47,578	\$56,201	\$64,824
Training & Organization Development Specialist	B801-UE15	Unclassified	Exempt	Range 15	\$57,830	\$68,312	\$78,794
Travel Services Coordinator	B179-CN03	Classified	Non-Exempt	Range 10	\$45,312	\$53,525	\$61,738
Web Developer	B228-CN03	Classified	Non-Exempt	Range 14	\$55,075	\$65,058	\$75,040
Wharfinger	B250-CNR03	Classified	Non-Exempt	76.4	-	-	-

Group E – Peace Officer

Class Title	Class Number	Unclassified Classified	FLSA Exempt Non-Exempt	Range	Minimum	Maximum	Midpoint
Harbor Police Corporal	E505-CNR16	Classified	Non-Exempt	91.0	-	-	-
Harbor Police Lieutenant	E520-CNR16	Classified	Non-Exempt	93.0	-		-
Harbor Police Officer	E515-CNR16	Classified	Non-Exempt	90.0	-	-	-
Harbor Police Sergeant	E510-CNR16	Classified	Non-Exempt	92.0	-	-	-

Group F – Maintenance

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Class Title	Class Number	Unclassified Classified	FLSA Exempt Non-Exempt	Range	Minimum	Maximum	Midpoint
Building Maintenance Coordinator	F693-CNR07	Classified	Non-Exempt	77.7	-	-	_
Carpenter	F630-CNR03	Classified	Non-Exempt	73.5	-	-	-
Custodian	F670-CNR03	Classified	Non-Exempt	64.1	-	-	-
Electrician	F621-CNR03	Classified	Non-Exempt	75.7	-		
Equipment Operator	F628-CNR03	Classified	Non-Exempt	74.0	-	_	-
Fleet Maintenance Technician	F625-CNR03	Classified	Non-Exempt	74.5	-	-	_
Gardener	F666-CNR03	Classified	Non-Exempt	67.1	-	-	-
HVAC Technician	F636-CNR03	Classified	Non-Exempt	74.3	-	-	-
Lead Carpenter	F638-CNR03	Classified	Non-Exempt	76.4	-	-	-
Lead Custodian	F675-CNR03	Classified	Non-Exempt	69.7	-	-	-
Lead Electrician	F690-CNR03	Classified	Non-Exempt	78.6	-	-	-
Lead Equipment Operator	F626-CNR03	Classified	Non-Exempt	76.9	-	-	-
Lead Fleet Maintenance Technician	F629-CNR03	Classified	Non-Exempt	78.0	-	-	-
Lead Gardener	F654-CNR03	Classified	Non-Exempt	70.0	-	-	-
Lead Maintenance Mechanic	F619-CNR03	Classified	Non-Exempt	78.2		-	-
Lead Maintenance Worker	F640-CNR03	Classified	Non-Exempt	71.9	-	~	-
Lead Marine Mechanic	F608-CNR03	Classified	Non-Exempt	75.3	-	-	-
Lead Painter	F634-CNR03	Classified	Non-Exempt	75.9	-	-	-
Lead Plumber	F618-CNR03	Classified	Non-Exempt	78.6	-	-	-
Lighting Technician	F646-CNR03	Classified	Non-Exempt	69.0	-	-	-
Locksmith	F647-CNR05	Classified	Non-Exempt	70.7	-	-	-
Maintenance Mechanic	F620-CNR03	Classified	Non-Exempt	75.2	_	-	-
Maintenance Supervisor	F605-CER03	Classified	Exempt	83.5	-	-	-
Maintenance Worker I	F650-CNR03	Classified	Non-Exempt	67.0	-	-	-
Maintenance Worker II	F645-CNR03	Classified	Non-Exempt	69.0	-	-	-
Marine Mechanic	F607-CNR03	Classified	Non-Exempt	72.4	-	-	-
Painter	F633-CNR03	Classified	Non-Exempt	73.0	-	-	-
Parking Meter Repair/Collector	F656-CNR03	Classified	Non-Exempt	69.9	-	-	
Plumber	F622-CNR03	Classified	Non-Exempt	75.7	-	-	-
Senior Tool Room Technician	F694-CNR16	Classified	Non-Exempt	71.9	-	-	-
Sign Painter	F627-CNR03	Classified	Non-Exempt	74.3	-	-	-
Small Engine Repair Technician	F681-CNR03	Classified	Non-Exempt	70.0	-	-	_
Tool Room Technician	F695-CNR16	Classified	Non-Exempt	69.0	-	-	-

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Class Title	Class Number	Unclassified Classified	FLSA Exempt Non-Exempt	Range	Minimum	Maximum
Intern	G800-UN11	Unclassified	Non-Exempt	60.7 – 65.7	-	
Student Worker	G998-UN16	Unclassified	Non-Exempt	56.1	-	-

Exhibit "B"

SAN DIEGO UNIFIED PORT DISTRICT

SALARY SCHEDULE BY RANGE AND STEP FOR ALL STEP EMPLOYEES EXCEPT STEP PEACE OFFICERS (Exhibit C)

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RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
53.0	Н	9.92	10.41	10.94	11.48	12.06	12.66	13.29
	В	793.60	832.80	875.20	918.40	964.80	1,012.80	1,063.20
	Y	20,633.60	21,652.80	22,755.20	23,878.40	25,084.80	26,332.80	27,643.20
53.1	Н	9.97	10.47	10.99	11.54	12.12	12.72	13.36
	В	797.60	837.60	879.20	923.20	969.60	1,017.60	1,068.80
	Y	20,737.60	21,777.60	22,859.20	24,003.20	25,209.60	26,457.60	27,788.80
	<u></u>							
53.2	H	10.02	10.52	11.05	11.60	12.18	12.79	13.43
	B	801.60	841.60	884.00	928.00	974.40	1,023.20	1,074.40
	Y	20,841.60	21,881.60	22,984.00	24,128.00	25,334.40	26,603.20	27,934.40
53.3	H	10.07	10.57	11.10	11.65	12.24	12.85	13.49
	В	805.60	845.60	888.00	932.00	979.20	1,028.00	1,079.20
	Y	20,945.60	21,985.60	23,088.00	24,232.00	25,459.20	26,728.00	28,059.20
53.4	H	10.12	10.62	11.15	11.71	12.30	12.91	13.56
	В	809.60	849.60	.892.00	936.80	984.00	1,032.80	1,084.80
	Y	21,049.60	22,089.60	23,192.00	24,356.80	25,584.00	26,852.80	28,204.80
53.5	H	10.17	10.68	11.21	11.77	12.36	12.98	13.63
	B	813.60	854.40	896.80	941.60	988.80	1,038.40	1,090.40
	 Y	21,153.60	22,214.40	23,316.80	24,481.60	25,708.80	26,998.40	28,350.40
53.6	н	10.22	10.73	11.26	11.83	12.42	13.04	13.69
	В	817.60	858.40	900.80	946.40	993.60	1,043.20	1,095.20
	Y	21,257.60	22,318.40	23,420.80	24,606.40	25,833.60	27,123.20	28,475.20
53.7	н	10.27	10.78	11.32	11.88	12.48	13.10	13.76
	В	821.60	862.40	905.60	950.40	998.40	1,048.00	1,100.80
	Y	21,361.60	22,422.40	23,545.60	24,710.40	25,958.40	27,248.00	28,620.80
53.8	Н	10.32	10.83	11.37	11.94	12.54	13.17	13.82
	В	825.60	866.40	909.60	955.20	1,003.20	1,053.60	1,105.60
	Y	21,465.60	22,526.40	23,649.60	24,835.20	26,083.20	27,393.60	28,745.60
53.9	Н	10.37	10.88	11.43	12.00	12.60	13.23	13.89
	В	829.60	870.40	914.40	960.00	1,008.00	1,058.40	1,111.20
	Y	21,569.60	22,630.40	23,774.40	24,960.00	26,208.00	27,518.40	28,891.20

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16/17 Salary Ordinance 2868

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
54.0	H	10.41	10.94	11.48	12.06	12.66	13.29	13.96
	В	832.80	875.20	918.40	964.80	1,012.80	1,063.20	1,116.80
	Y	21,652.80	22,755.20	23,878.40	25,084.80	26,332.80	27,643.20	29,036.80
					-			
54.1	Н	10.47	10.99	11.54	12.12	12.72	13.36	14.03
	B ·	837.60	879.20	923.20	969.60	1,017.60	1,068.80	1,122.40
	Y	21,777.60	22,859.20	24,003.20	25,209.60	26,457.60	27,788.80	29;182.40
54.2	<u> </u>	10.52	11.05	11.60	12.18	12.79	13.43	14.10
	В	841.60	884.00	928.00	974.40	1,023.20	1,074.40	1,128.00
	Y	21,881.60	22,984.00	24,128.00	25,334.40	26,603.20	27,934.40	29,328.00
		10.57				10.05		
54.3	<u> </u>	10.57	11.10	11.65	12.24	12.85	13.49	14.17
	<u> </u>	845.60	888.00	932.00	979.20	1,028.00	1,079.20	1,133.60
	Y	21,985.60	23,088.00	24,232.00	25,459.20	26,728.00	28,059.20	29,473.60
54.4	н	10.62	11.15	11.71	12.30	12.91	13.56	14.24
	<u> </u>	849.60	892.00	936.80	984.00	1,032.80	1,084.80	1,139.20
	<u>- Б</u> - Ү	· · · · · · · · · · · · · · · · · · ·					28,204.80	29,619.20
	·····	22,089.60	23,192.00	24,356.80	25,584.00	26,852.80	20,204.00	29,019.20
54.5	н	10.68	11.21	11.77	12.36	12.98	13.63	14.31
-	В	854.40	896.80	941.60	988.80	1,038.40	1,090.40	1,144.80
	Y	22,214.40	23,316.80	24,481.60	25,708.80	26,998.40	28,350.40	29,764.80
54.6	Н	10.73	11.26	11.83	12.42	13.04	13.69	14.38
	В	858.40	900.80	946.40	993.60	1,043.20	1,095.20	1,150.40
	Y	22,318.40	23,420.80	24,606.40	25,833.60	27,123.20	28,475.20	29,910.40
54.7	Н	10.78	11.32	11.88	12.48	13.10	13.76	14.48
	В	862.40	905.60	950.40	998.40	1,048.00	1,100.80	1,156.00
	Y	22,422.40	23,545.60	24,710.40	25,958.40	27,248.00	28,620.80	30,056.00
54.8	Н	10.83	11.37	11.94	12.54	13.17	13.82	14.52
	В	866.40	909.60	955.20	1,003.20	1,053.60	1,105.60	1,161.60
	Y	22,526.40	23,649.60	24,835.20	26,083.20	27,393.60	28,745.60	30,201.60
54.9	<u> </u>	10.88	11.43	12.00	12.60	13.23	13.89	14.58
	В	870.40	914.40	960.00	1,008.00	1,058.40	1,111.20	1,166.4
	Y	22,630.40	23,774.40	24,960.00	26,208.00	27,518.40	28,891.20	30,326.40

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RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
55.0	Н	10.94	11.48	12.06	12.66	13.29	13.96	14.66
	В	875.20	918.40	964.80	1,012.80	1,063.20	1,116.80	1,172.80
	Y	22,755.20	23,878.40	25,084.80	26,332.80	27,643.20	29,036.80	30,492.80
55.1	H	10.99	11.54	12.12	12.72	13.36	14.03	14.73
	В	879.20	923.20	969.60	1,017.60	1,068.80	1,122.40	1,178.40
	Y	22,859.20	24,003.20	25,209.60	26,457.60	27,788.80	29,182.40	30,638.40
55.2	Н	11.05	11.60	12.18	12.79	13.43	14.10	14.80
	В	884.00	928.00	974.40	1,023.20	1,074.40	1,128.00	1,184.00
	Y	22,984.00	24,128.00	25,334.40	26,603.20	27,934.40	29,328.00	30,784.00
_ 55.3	<u> </u>	11.10	11.65	12.24	12.85	13.49	14.17	14.87
	В	888.00	932.00	979.20	1,028.00	1,079.20	1,133.60	1,189.60
	Y	23,088.00	24,232.00	25,459.20	26,728.00	28,059.20	29,473.60	30,929.60
55.4	<u> </u>	11.15	11.71	12.30	12.91	13.56	14.24	14.95
	B	892.00	936.80	984.00	1,032.80	1,084.80	1,139.20	1,196.00
	Y	23,192.00	24,356.80	25,584.00	26,852.80	28,204.80	29,619.20	31,096.00
55.5	н	11.21	11.77	12.36	12.98	13.63	14.31	15.02
	В	896.80	941.60	988.80	1,038.40	1,090.40	1,144.80	1,201.60
	Y	23,316.80	24,481.60	25,708.80	26,998.40	28,350.40	29,764.80	31,241.60
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55.6	H	11.26	11.83	12.42	13.04	13.69	14.38	15.09
	В	900.80	946.40	993.60	1,043.20	1,095.20	1,150.40	1,207.20
	Y	23,420.80	24,606.40	25,833.60	27,123.20	28,475.20	29,910.40	31,387.20
55.7	Н	11.32	11.88	12.48	13.10	13.76	14.45	15.17
	В	905.60	950.40	998.40	1,048.00	1,100.80	1,156.00	1,213.60
	Y	23,545.60	24,710.40	25,958.40	27,248.00	28,620.80	30,056.00	31,553.60
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55.8	Н	11.37	11.94	12.54	13.17	13.82	14.52	15.24
	В	909.60	955.20	1,003.20	1,053.60	1,105.60	1,161.60	1,219.20
	Y	23,649.60	24,835.20	26,083.20	27,393.60	28,745.60	30,201.60	31,699.20
55.9	<u> </u>	11.43	12.00	12.60	13.23	13.89	14.58	15.31
	В	914.40	960.00	1,008.00	1,058.40	1,111.20	1,166.40	1,224.80
	Y	23,774.40	24,960.00	26,208.00	27,518.40	28,891.20	30,326.40	31,844.80

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RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
56.0	Н	11.48	12.06	12.66	13.29	13.96	14.66	15.39
	В	918.40	964.80	1,012.80	1,063.20	1,116.80	1,172.80	1,231.20
	Y	23,878.40	25,084.80	26,332.80	27,643.20	29,036.80	30,492.80	32,011.20
56.1	Н	11.54	12.12	12.72	13.36	14.03	14.73	15.46
	В	923.20	969.60	1,017.60	1,068.80	1,122.40	1,178.40	1,236.80
	Y	24,003.20	25,209.60	26,457.60	27,788.80	29,182.40	30,638.40	32,156.80
56.2	Н	11.60	12.18	12.79	13.43	14.10	14.80	15.54
	В	928.00	974.40	1,023.20	1,074.40	1,128.00	1,184.00	1,243.20
	Y	24,128.00	25,334.40	26,603.20	27,934.40	29,328.00	30,784.00	32,323.20
56.3	Н	11.65	12.24	12.85	13.49	14.17	14.87	15.62
	B	932.00	979.20	1,028.00	1,079.20	1,133.60	1,189.60	1,249.60
	Y	24,232.00	25,459.20	26,728.00	28,059.20	29,473.60	30,929.60	32,489.60
56.4	н	11.71	12.30	12.91	13.56	14.24	14.95	15.70
	B	936.80	984.00	1,032.80	1,084.80	1,139.20	1,196.00	1,256.00
	Y	24,356.80	25,584.00	26,852.80	28,204.80	29,619.20	31,096.00	32,656.00
56.5	Н	11.77	12.36	12.98	13.63	14.31	15.02	15.77
	В	941.60	988.80	1,038.40	1,090.40	1,144.80	1,201.60	1,261.60
	Y	24,481.60	25,708.80	26,998.40	28,350.40	29,764.80	31,241.60	32,801.60
56.6	<u> </u>	11.83	12.42	13.04	13.69	14.38	15.09	15.85
	В	946.40	993.60	1,043.20	1,095.20	1,150.40	1,207.20	1,268.00
	Y	24,606.40	25,833.60	27,123.20	28,475.20	29,910.40	31,387.20	32,968.00
56.7	H	11.88	12.48	13.10	13.76	14.45	15.17	15.93
	В	950.40	998.40		1,100.80	1,156.00	1,213.60	1,274.40
	Y	24,710.40	25,958.40	27,248.00	28,620.80	30,056.00	31,553.60	33,134.40
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56.8	Н	11.94	12.54	13.17	13.82	14.52	15.24	16.00
	В	955.20	1,003.20	1,053.60	1,105.60	1,161.60	1,219.20	1,280.00
	Y	24,835.20	26,083.20	27,393.60	28,745.60	30,201.60	31,699.20	33,280.00
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56.9	Н	12.00	12.60	13.23	13.89	14.58	15.31	16.08
	В	960.00	1,008.00	1,058.40	1,111.20	1,166.40	1,224.80	1,286.40
	Y	24,960.00	26,208.00	27,518.40	28,891.20	30,326.40	31,844.80	33,446.40

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
57.0	Н	12.06	12.66	13.29	13.96	14.66	15.39	16.16
	В	964.80	1,012.80	1,063.20	1,116.80	1,172.80	1,231.20	1,292.80
	Y	25,084.80	26,332.80	27,643.20	29,036.80	30,492.80	32,011.20	33,612.80
57.1	Н	12.12	.12.72	13.36	14.03	14.73	15.46	16.24
	В	969.60	1,017.60	1,068.80	1,122.40	1,178.40	1,236.80	1,299.20
	Y	25,209.60	26,457.60	27,788.80	29,182.40	30,638.40	32,156.80	33,779.20
57.2	Н	12.18	12.79	13.43	14.10	14.80	15.54	16.32
	В	974.40	1,023.20	1,074.40	1,128.00	1,184.00	1,243.20	1,305.60
·	Y	25,334.40	26,603.20	27,934.40	29,328.00	30,784.00	32,323.20	33,945.60
57.3	H	12.24	12.85	13.49	14.17	14.87	15.62	16.40
	В	979.20	1,028.00	1,079.20	1,133.60	1,189.60	1,249.60	1,312.00
	Y	25,459.20	26,728.00	28,059.20	29,473.60	30,929.60	32,489.60	34,112.00
57.4	H	12.30	12.91	13.56	14.24	14.95	15.70	16.48
	В	984.00	1,032.80	1,084.80	1,139.20	1,196.00	1,256.00	1,318.40
	Y	25,584.00	26,852.80	28,204.80	29,619.20	31,096.00	32,656.00	34,278.40
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57.5	H	12.36	12.98		14.31	15.02	15.77	16.56
	В	988.80	1,038.40	1,090.40	1,144.80	1,201.60	1,261.60	1,324.80
	Y	25,708.80	26,998.40	28,350.40	29,764.80	31,241.60	32,801.60	34,444.80
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57.6	Н	12.42	13.04	13.69	14.38	15.09	15.85	16.64
	В	993.60	1,043.20	1,095.20	1,150.40	1,207.20	1,268.00	1,331.20
	Y	25,833.60	27,123.20	28,475.20	29,910.40	31,387.20	32,968.00	34,611.20
57.7	н	12.48	13.10	13.76	14.45	15.17	15.93	16.72
	B	998.40	1,048.00		1,156.00	1,213.60	1,274.40	1,337.60
	Y	25,958.40	27,248.00	28,620.80	30,056.00	31,553.60	33,134.40	34,777.60
57.8	Н	12.54	13.17	13.82	14.52	15.24	16.00	16.80
	В	1,003.20	1,053.60	1,105.60	1,161.60	1,219.20	1,280.00	1,344.00
	Y	26,083.20	27,393.60	28,745.60	30,201.60	31,699.20	33,280.00	34,944.00
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57.9	<u> </u>	12.60	13.23	13.89	14.58	15.31	16.08	16.88
	В	1,008.00	1,058.40	1,111.20	1,166.40	1,224.80	1,286.40	1,350.40
	, Y	26,208.00	27,518.40	28,891.20	30,326.40	31,844.80	33,446.40	35,110.40

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
58.0	Н	12.66	13.29	13.96	14.66	15.39	16.16	16.97
	В	1,012.80	1,063.20	1,116.80	1,172.80	1,231.20	1,292.80	1,357.60
	Y	26,332.80	27,643.20	29,036.80	30,492.80	32,011.20	33,612.80	35,297.60
								_
58.1	Н	12.72	13.36	14.03	14.73	15.46	16.24	17.05
	В	1,017.60	1,068.80	1,122.40	1,178.40	1,236.80	1,299.20	1,364.00
	Y	26,457.60	27,788.80	29,182.40	30,638.40	32,156.80	33,779.20	35,464.00
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58.2	Н	12.79	13.43	14.10	14.80	15.54	16.32	17.13
	В	1,023.20	1,074.40	1,128.00	1,184.00	1,243.20	1,305.60	1,370.40
	Y	26,603.20	27,934.40	29,328.00	30,784.00	32,323.20	33,945.60	35,630.40
58.3	H	12.85	13.49	14.17	14.87	15.62	16.40	17.22
	B	1,028.00	1,079.20	1,133.60	1,189.60	1,249.60	1,312.00	1,377.60
	Υ	26,728.00	28,059.20	29,473.60	30,929.60	32,489.60	34,112.00	35,817.60
	<u> </u>							
58.4	Н	12.91	13.56	14.24	14.95	15.70	16.48	17.30
	B	1,032.80	1,084.80	1,139.20	1,196.00	1,256.00	1,318.40	1,384.00
	Y	26,852.80	28,204.80	29,619.20	31,096.00	32,656.00	34,278.40	35,984.00
58.5	Н	12.98	13.63	14.31	15.02	15.77	16.56	17.39
	В	1,038.40	1,090.40	1,144.80	1,201.60	1,261.60	1,324.80	1,391.20
	Y	26,998.40	28,350.40	29,764.80	31,241.60	32,801.60	34,444.80	36,171.20
58.6	Н	13.04	13.69	14.38	15.09	15.85	16.64	17.47
	В	1,043.20	1,095.20	1,150.40	1,207.20	1,268.00	1,331.20	1,397.60
	Y	27,123.20	28,475.20	29,910.40	31,387.20	32,968.00	34,611.20	36,337.60
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58.7	<u> </u>	13.10	13.76	14.45	15.17	15.93	16.72	17.56
	В	1,048.00	1,100.80	1,156.00	1,213.60	1,274.40	1 <u>,</u> 337.60	1,404.80
	Y	27,248.00	28,620.80	30,056.00	31,553.60	33,134.40	34,777.60	36,524.80
58.8	Н	13.17	13.82	14.52	15.24	16.00	16.80	17.64
	В	1,053.60	1,105.60	1,161.60	1,219.20	1,280.00	1,344.00	1,411.20
	Y	27,393.60	28,745.60	30,201.60	31,699.20	33,280.00	34,944.00	36,691.20
		ľ						
58.9	Н	13.23	13.89	14.58	15.31	16.08	16.88	17.73
	В	1,058.40	1,111.20	1,166.40	1,224.80	1,286.40	1,350.40	1,418.40
	Y	27,518.40	28,891.20	30,326.40	31,844.80	33,446.40	35,110.40	36,878.40

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
59.0	Н	13.29	13.96	14.66	15.39	16.16	16.97	17.81
	В	1,063.20	1,116.80	1,172.80	1,231.20	1,292.80	1,357.60	1,424.80
	Y	27,643.20	29,036.80	30,492.80	32,011.20	33,612.80	35,297.60	37,044.80
						[
59.1	Н	13.36	14.03	14.73	15.46	16.24	17.05	17.90
	В	1,068.80	1,122.40	1,178.40	1,236.80	1,299.20	1,364.00	1,432.00
	Y	27,788.80	29,182.40	30,638.40	32,156.80	33,779.20	35,464.00	37,232.00
59.2	Н	13.43	14.10	14.80	15.54	16.32	17.13	17.99
	В	1,074.40	1,128.00	1,184.00	1,243.20	1,305.60	1,370.40	1,439.20
	Y	27,934.40	29,328.00	30,784.00	32,323.20	33,945.60	35,630.40	37,419.20
59.3	H	13.49	14.17	14.87	15.62	16.40	17.22	18.08
	В	1,079.20	1,133.60	1,189.60	1,249.60	1,312.00	1,377.60	1,446.40
	Y	28,059.20	29,473.60	30,929.60	32,489.60	34,112.00	35,817.60	37,606.40
59.4	Н	13.56	14.24	14.95	15.70	16.48	17.30	18.17
	В	1,084.80	1,139.20	1,196.00	1,256.00	1,318.40	1,384.00	1,453.60
	Y	28,204.80	29,619.20	31,096.00	32,656.00	34,278.40	35,984.00	37,793.60
59.5	Н	13.63	14.31	15.02	15.77	16.56	17.39	18.26
	В	1,090.40	1,144.80	1,201.60	1,261.60	1,324.80	1,391.20	1,460.80
	Y	28,350.40	29,764.80	31,241.60	32,801.60	34,444.80	36,171.20	37,980.80
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59.6	H	13.69	14.38	15.09	15.85	16.64	17.47	18.35
<u>`</u>	В	1,095.20	1,150.40	1,207.20	1,268.00	1,331.20	1,397.60	1,468.00
	Y	28,475.20	29,910.40	31,387.20	32,968.00	34,611.20	36,337.60	38,168.00
59.7	H	13.76	14.45	15.17	15.93	16.72	17.56	18.44
	B	1,100.80	1,156.00	1,213.60	1,274.40	1,337.60	1,404.80	1,475.20
	Y	28,620.80	30,056.00	31,553.60	33,134.40	34,777.60	36,524.80	38,355.20
59.8	Н	13.82	14.52	15.24	16.00	16.80	17.64	18.53
	В	1,105.60	1,161.60	1,219.20	1,280.00	1,344.00	1,411.20	1,482.40
	Υ	28,745.60	30,201.60	31,699.20	33,280.00	34,944.00	36,691.20	38,542.40
59.9	<u> </u>	13.89	14.58	15.31	16.08	16.88	17.73	18.61
	В	1,111.20	1,166.40	1,224.80	1,286.40	1,350.40	1,418.40	1,488.80
	Υ	28,891.20	30,326.40	31,844.80	33,446.40	35,110.40	36,878.40	38,708.80

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
60.0	н	13.96	14.66	15.39	16.16	16.97	17.81	18.70
	В	1,116.80	1,172.80	1,231.20	1,292.80	1,357.60	1,424.80	1,496.00
	Y	29,036.80	30,492.80	32,011.20	33,612.80	35,297.60	37,044.80	38,896.00
60.1	Н	14.03	14.73	15.46	16.24	17.05	17.90	18.80
	В	1,122.40	1,178.40	1,236.80	1,299.20	1,364.00	1,432.00	1,504.00
	Y	29,182.40	30,638.40	32,156.80	33,779.20	35,464.00	37,232.00	39,104.00
60.2	Н	14.10	14.80	15.54	16.32	17.13	17.99	18.89
	В	1,128.00	1,184.00	1,243.20	1,305.60	1,370.40	1,439.20	1,511.20
	Y	29,328.00	30,784.00	32,323.20	33,945.60	35,630.40	37,419.20	39,291.20
60.3	Н	14.17	14.87	15.62	16.40	17.22	18.08	18.98
	В	1,133.60	1,189.60	1,249.60	1,312.00	1,377.60	1,446.40	1,518.40
	Y	29,473.60	30,929.60	32,489.60	34,112.00	35,817.60	37,606.40	39,478.40
60.4	H	14.24	14.95	15.70	16.48	17.30	18.17	19.08
	В	1,139.20	1,196.00	1,256.00	1,318.40	1,384.00	1,453.60	1,526.40
	Y	29,619.20	31,096.00	32,656.00	34,278.40	35,984.00	37,793.60	39,686.40
60.5	<u> </u>	14.31	15.02	15.77	16.56	17.39	18.26	19.17
	В	1,144.80	1,201.60	1,261.60	1,324.80	1,391.20	1,460.80	1,533.60
	Y	29,764.80	31,241.60	32,801.60	34,444.80	36,171.20	37,980.80	39,873.60
60.6	Н	14.38	15.09	15.85	16.64	17.47	18.35	19.27
	В	1,150.40	1,207.20	1,268.00	1,331.20	1,397.60	1,468.00	1,541.60
	Y	29,910.40	31,387.20	32,968.00	34,611.20	36,337.60	38,168.00	40,081.60
60.7	<u> </u>	14.45	15.17	15.93	16.72	17.56	18.44	19.36
-	В	1,156.00	1,213.60	1,274.40	1,337.60	1,404.80	1,475.20	1,548.80
	Y	30,056.00	31,553.60	33,134.40	34,777.60	36,524.80	38,355.20	40,268.80
60.8	Н	14.52	15.24	16.00	16.80	17.64	18.53	19.45
	В	1,161.60	1,219.20	1,280.00	1,344.00	1,411.20	1,482.40	1,556.00
	Y	30,201.60	31,699.20	33,280.00	34,944.00	36,691.20	38,542.40	40,456.00
60.9	Н	14.58	15.31	16.08	16.88	17.73	18.61	19.55
	В	1,166.40	1,224.80	1,286.40	1,350.40	1,418.40	1,488.80	1,564.00
	Y	30,326.40	31,844.80	33,446.40	35,110.40	36,878.40	38,708.80	40,664.00

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RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
61.0	Н	14.66	15.39	16.16	16.97	17.81	18.70	19.64
	В	1,172.80	1,231.20	1,292.80	1,357.60	1,424.80	1,496.00	1,571.20
	Y	30,492.80	32,011.20	33,612.80	35,297.60	37,044.80	38,896.00	40,851.20
61.1	Н	14.73	15.46	16.24	17.05	17.90	18.80	19.74
	В	1,178.40	1,236.80	1,299.20	1,364.00	1,432.00	1,504.00	1,579.20
	Y	30,638.40	32,156.80	33,779.20	35,464.00	37,232.00	39,104.00	41,059.20
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61.2	Н	14.80	15.54	16.32	17.13	17.99	18.89	19.84
	В	1,184.00	1,243.20	1,305.60	1,370.40	1,439.20	1,511.20	1,587.20
	Y	30,784.00	32,323.20	33,945.60	35,630.40	37,419.20	39,291.20	41,267.20
61.3	н	14.87	15.62	16.40	17.22	18.08	18.98	19.93
	В	1,189.60	1,249.60	1,312.00	1,377.60	1,446.40	1,518.40	1,594.40
	Y	30,929.60	32,489.60	34,112.00	35,817.60	37,606.40	39,478.40	41,454.40
61.4	н	14.95	15.70	16.48	17.30	18.17	19.08	20.03
	В	1,196.00	1,256.00	1,318.40	1,384.00	1,453.60	1,526.40	1,602.40
	Y	31,096.00	32,656.00	34,278.40	35,984.00	37,793.60	39,686.40	41,662.40
61.5		15.02	15.77	16.56	17.39	18.26	19.17	20.13
	B	1,201.60	1,261.60	1,324.80	1,391.20	1,460.80	1,533.60	1,610.40
	<u> </u>	31,241.60	32,801.60	34,444.80	36,171.20	37,980.80	39,873.60	41,870.40
		31,241.00	52,001.00	34,444.00	30,171.20	57,900.00	39,073.00	41,070.40
61.6	H	15.09	15.85	16.64	17.47	18.35	19.27	20.23
	B	1,207.20	1,268.00	1,331.20	1,397.60	1,468.00	1,541.60	1,618.40
· · ·	Y	31,387.20	32,968.00	34,611.20	36,337.60	38,168.00	40,081.60	42,078.40
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61.7	, Н	15.17	15.93	16.72	17.56	18.44	19.36	20.33
	B	1,213.60	1,274.40	1,337.60	1,404.80	1,475.20	1,548.80	1,626.40
	Y	31,553.60	33,134.40	34,777.60	36,524.80	38,355.20	40,268.80	42,286.40
61.8	Н	15.24	16.00	16.80	17.64	18.53	19.45	20.42
	В	1,219.20	1,280.00	1,344.00	1,411.20	1,482.40	1,556.00	1,633.60
	Y	31,699.20	33,280.00	34,944.00	36,691.20	38,542.40	40,456.00	42,473.60
		1 1					,	
61.9	Н	15.31	16.08	16.88	17.73	18.61	19.55	20.52
	В	1,224.80	1,286.40	1,350.40	1,418.40	1,488.80	1,564.00	1,641.60
	Y	31,844.80	33,446.40	35,110.40	36,878.40	38,708.80	40,664.00	42,681.60

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RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
62.0	Н	15.39	16.16	16.97	17.81	18.70	19.64	20.62
	В	1,231.20	1,292.80	1,357.60	1,424.80	1,496.00	1,571.20	1,649.60
	Y	32,011.20	33,612.80	35,297.60	37,044.80	38,896.00	40,851.20	42,889.60
62.1	Н	15.46	16.24	17.05	17.90	18.80	19.74	20.72
	В	1,236.80	1,299.20	1,364.00	1,432.00	1,504.00	1,579.20	1,657.60
	Y	32,156.80	33,779.20	35,464.00	37,232.00	39,104.00	41,059.20	43,097.60
62.2	Н	15.54	16.32	17.13	17.99	18.89	19.84	20.83
	В	1,243.20	1,305.60	1,370.40	1,439.20	1,511.20	1,587.20	1,666.40
	Y	32,323.20	33,945.60	35,630.40	37,419.20	39,291.20	41,267.20	43,326.40
62.3	<u> </u>	15.62	16.40	17.22	18.08	18.98	19.93	20.93
	В	1,249.60	1,312.00	1,377.60	1,446.40	1,518.40	1,594.40	1,674.40
	Y	32,489.60	34,112.00	35,817.60	37,606.40	39,478.40	41,454.40	43,534.40
62.4	Н	15.70	16.48	17.30	18.17	19.08	20.03	21.03
	В	1,256.00	1,318.40	1,384.00	1,453.60	1,526.40	1,602.40	1,682.40
	Y	32,656.00	34,278.40	35,984.00	37,793.60	39,686.40	41,662.40	43,742.40
62.5	H	15.77	16.56	17.39	18.26	19.17	20.13	21.14
-02.0	 	1,261.60	1,324.80	1,391.20	1,460.80	1,533.60	1,610.40	1,691.20
	<u> </u>	32,801.60	34,444.80	36,171.20	37,980.80	39,873.60	41,870.40	43,971.20
	·····	02,001100		00,111.20			11,010.10	10,011.20
62.6	Н	15.85	16.64	17.47	18.35	19.27	20.23	21.24
	В	1,268.00	1,331.20	1,397.60	1,468.00	1,541.60	1,618.40	1,699.20
	Y	32,968.00	34,611.20	36,337.60	38,168.00	40,081.60	42,078.40	44,179.20
62.7	Н	15.93	16.72	17.56	18.44	19.36	20.33	21.34
	B	1,274.40	1,337.60	1,404.80	1,475.20	1,548.80	1,626.40	1,707.20
	Y	33,134.40	34,777.60	36,524.80	38,355.20	40,268.80	42,286.40	44,387.20
62.8	Н	16.00	16.80	17.64	18.53	19.45	20.42	21.45
	В	1,280.00	1,344.00	1,411.20	1,482.40	1,556.00	1,633.60	1,716.00
	Y	33,280.00	34,944.00	36,691.20	38,542.40	40,456.00	42,473.60	44,616.00
62.9	Н	16.08	16.88	17.73	18.61	19.55	20.52	21.55
	В	1,286.40	1,350.40	1,418.40	1,488.80	1,564.00	1,641.60	1,724.00
	Y	33,446.40	35,110.40	36,878.40	38,708.80	40,664.00	42,681.60	44,824.00

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	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
Н	16.16	16.97	17.81	18.70	19.64	20.62	21.65
В	1,292.80	1,357.60	1,424.80	1,496.00	1,571.20	1,649.60	1,732.00
Y	33,612.80	35,297.60	37,044.80	38,896.00	40,851.20	42,889.60	45,032.00
Н	16.24	17.05	17.90	18.80	19.74	20.72	21.76
В	1,299.20	1,364.00	1,432.00	1,504.00	1,579.20	1,657.60	1,740.80
Y	33,779.20	35,464.00	37,232.00	39,104.00	41,059.20	43,097.60	45,260.80
Н	16.32	17.13	17.99	18.89	19.84	20.83	21.87
В	1,305.60	1,370.40	1,439.20	1,511.20	1,587.20	1,666.40	1,749.60
Y	33,945.60	35,630.40	37,419.20	39,291.20	41,267.20	43,326.40	45,489.60
			'				
Н	16.40	17.22	18.08	18.98	19.93	20.93	21.98
В	1,312.00	1,377.60	1,446.40	1,518.40	1,594.40	1,674.40	1,758.40
Y	34,112.00	35,817.60	37,606.40	39,478.40	41,454.40	43,534.40	45,718.40
Н	16.48	17.30	18.17	19.08	20.03	21.03	22.09
В	1,318.40	1,384.00	1,453.60	1,526.40	1,602.40	1,682.40	1,767.20
Y	34,278.40	35,984.00	37,793.60	39,686.40	41,662.40	43,742.40	45,947.20
Н	16.56	17.39	18.26	19.17	20.13	21.14	22.19
В	1,324.80	1,391.20	1,460.80	1,533.60	1,610.40	1,691.20	1,775.20
Y	34,444.80	36,171.20	37,980.80	39,873.60	41,870.40	43,971.20	46,155.20
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Н	16.64	17.47	18.35	19.27	20.23	21.24	22.30
В	1,331.20	1,397.60	1,468.00	1,541.60	1,618.40	1,699.20	1,784.00
Y		36,337.60	38,168.00	40,081.60	42,078.40	44,179.20	46,384.00
			i				
Н	16.72	17.56	18.44	19.36	20.33	21.34	22.4
В							1,792.80
							46,612.80
Н	16.80	17.64	18.53	19.45	20.42	21.45	22.52
							1,801.60
							46,841.60
·					,		
н	16.88	17.73	18.61	19.55	20.52	21.55	22.63
							1,810.40
Y	35,110.40	36,878.40		40,664.00	42,681.60	44,824.00	47,070.40
	B Y H B Y H B Y H B Y H B Y H B Y H B Y H B Y H B Y H B Y H B Y H B Y H B Y	H 16.16 B 1,292.80 Y 33,612.80 H 16.24 B 1,299.20 Y 33,779.20 H 16.32 B 1,305.60 Y 33,945.60 H 16.40 B 1,312.00 Y 34,112.00 Y 34,278.40 H 16.56 B 1,324.80 Y 34,444.80 H 16.64 B 1,331.20 H 16.64 B 1,331.20 Y 34,611.20 H 16.72 B 1,337.60 Y 34,611.20 H 16.72 B 1,337.60 Y 34,944.00 Y 34,944.00 H 16.88 B 1,350.40	H 16.16 16.97 B 1,292.80 1,357.60 Y 33,612.80 35,297.60 H 16.24 17.05 B 1,299.20 1,364.00 Y 33,779.20 35,464.00 Y 33,779.20 35,464.00 Y 33,945.60 1,370.40 Y 33,945.60 35,630.40 H 16.40 17.22 B 1,312.00 1,377.60 Y 34,112.00 35,817.60 H 16.48 17.30 B 1,318.40 1,384.00 Y 34,278.40 35,984.00 H 16.56 17.39 B 1,324.80 1,391.20 Y 34,611.20 36,337.60 Y 34,611.20 36,337.60 H 16.72 17.56 B 1,337.60 1,404.80 Y 34,611.20 36,524.80 H 16.80 17.64 <td>H 16.16 16.97 17.81 B 1,292.80 1,357.60 37,044.80 Y 33,612.80 35,297.60 37,044.80 H 16.24 17.05 17.90 B 1,299.20 1,364.00 1,432.00 Y 33,779.20 35,464.00 37,232.00 Y 33,779.20 35,464.00 37,232.00 H 16.32 17.13 17.99 B 1,305.60 1,370.40 1,439.20 Y 33,945.60 35,630.40 37,419.20 H 16.40 17.22 18.08 B 1,312.00 1,377.60 1,446.40 Y 34,112.00 35,817.60 37,606.40 H 16.48 17.30 18.17 B 1,318.40 1,384.00 1,453.60 Y 34,278.40 35,984.00 37,793.60 H 16.56 17.39 18.26 B 1,324.80 1,391.20 1,468.80 Y 34,611.20 36,337.60 38,168.00</td> <td>H 16.16 16.97 17.81 18.70 B 1,292.80 1,357.60 1,424.80 1,496.00 Y 33,612.80 35,297.60 37,044.80 38,896.00 H 16.24 17.05 17.90 18.80 B 1,299.20 1,364.00 1,432.00 1,504.00 Y 33,779.20 35,464.00 37,232.00 39,104.00 H 16.32 17.13 17.99 18.89 B 1,305.60 1,370.40 1,439.20 1,511.20 Y 33,945.60 35,630.40 37,419.20 39,291.20 H 16.40 17.22 18.08 18.98 B 1,312.00 1,377.60 1,446.40 1,518.40 Y 34,112.00 35,817.60 37,606.40 39,478.40 H 16.48 17.30 18.17 19.08 B 1,318.40 1,384.00 1,453.60 1,526.40 Y 34,278.40 35,984.00 37,793.60 39,686.40 H 16.56 17.39 18.26</td> <td>H 16.16 16.97 17.81 18.70 19.64 B 1,292.80 1,357.60 1,424.80 1,496.00 1,571.20 Y 33,612.80 35,297.60 37,044.80 38,896.00 40,851.20 H 16.24 17.05 17.90 18.80 19.74 B 1,299.20 1,364.00 1,432.00 1,504.00 1,579.20 Y 33,779.20 35,644.00 37,232.00 39,104.00 41,059.20 H 16.32 17.13 17.99 18.89 19.84 B 1,305.60 1,370.40 1,439.20 1,511.20 1,587.20 Y 33,945.60 35,630.40 37,419.20 39,291.20 41,267.20 H 16.40 17.22 18.08 18.98 19.93 B 1,312.00 1,377.60 1,446.40 1,518.40 1,602.40 Y 34,112.00 35,984.00 37,793.60 39,686.40 41,662.40 H 16.56 17.39</td> <td>H 16.16 16.97 17.81 18.70 19.64 20.62 B 1.292.80 1,357.60 1,424.80 1,496.00 1,571.20 1,649.60 Y 33,612.80 35,297.60 37,044.80 38,896.00 40,851.20 42,889.60 H 16.24 17.05 17.90 18.80 19.74 20.72 B 1,299.20 1,364.00 1,432.00 1,504.00 1,579.20 1,657.60 Y 33,779.20 35,464.00 37,232.00 39,104.00 41,059.20 43,097.60 H 16.32 17.13 17.99 18.89 19.84 20.83 B 1,305.60 35,630.40 37,419.20 39,291.20 41,267.20 43,326.40 Y 33,945.60 35,617.60 37,606.40 39,478.40 41,454.40 43,534.40 H 16.48 17.30 18.17 19.08 20.03 21.03 B 1,318.40 1,384.00 1,453.60 1,526.40 1,602.40<</td>	H 16.16 16.97 17.81 B 1,292.80 1,357.60 37,044.80 Y 33,612.80 35,297.60 37,044.80 H 16.24 17.05 17.90 B 1,299.20 1,364.00 1,432.00 Y 33,779.20 35,464.00 37,232.00 Y 33,779.20 35,464.00 37,232.00 H 16.32 17.13 17.99 B 1,305.60 1,370.40 1,439.20 Y 33,945.60 35,630.40 37,419.20 H 16.40 17.22 18.08 B 1,312.00 1,377.60 1,446.40 Y 34,112.00 35,817.60 37,606.40 H 16.48 17.30 18.17 B 1,318.40 1,384.00 1,453.60 Y 34,278.40 35,984.00 37,793.60 H 16.56 17.39 18.26 B 1,324.80 1,391.20 1,468.80 Y 34,611.20 36,337.60 38,168.00	H 16.16 16.97 17.81 18.70 B 1,292.80 1,357.60 1,424.80 1,496.00 Y 33,612.80 35,297.60 37,044.80 38,896.00 H 16.24 17.05 17.90 18.80 B 1,299.20 1,364.00 1,432.00 1,504.00 Y 33,779.20 35,464.00 37,232.00 39,104.00 H 16.32 17.13 17.99 18.89 B 1,305.60 1,370.40 1,439.20 1,511.20 Y 33,945.60 35,630.40 37,419.20 39,291.20 H 16.40 17.22 18.08 18.98 B 1,312.00 1,377.60 1,446.40 1,518.40 Y 34,112.00 35,817.60 37,606.40 39,478.40 H 16.48 17.30 18.17 19.08 B 1,318.40 1,384.00 1,453.60 1,526.40 Y 34,278.40 35,984.00 37,793.60 39,686.40 H 16.56 17.39 18.26	H 16.16 16.97 17.81 18.70 19.64 B 1,292.80 1,357.60 1,424.80 1,496.00 1,571.20 Y 33,612.80 35,297.60 37,044.80 38,896.00 40,851.20 H 16.24 17.05 17.90 18.80 19.74 B 1,299.20 1,364.00 1,432.00 1,504.00 1,579.20 Y 33,779.20 35,644.00 37,232.00 39,104.00 41,059.20 H 16.32 17.13 17.99 18.89 19.84 B 1,305.60 1,370.40 1,439.20 1,511.20 1,587.20 Y 33,945.60 35,630.40 37,419.20 39,291.20 41,267.20 H 16.40 17.22 18.08 18.98 19.93 B 1,312.00 1,377.60 1,446.40 1,518.40 1,602.40 Y 34,112.00 35,984.00 37,793.60 39,686.40 41,662.40 H 16.56 17.39	H 16.16 16.97 17.81 18.70 19.64 20.62 B 1.292.80 1,357.60 1,424.80 1,496.00 1,571.20 1,649.60 Y 33,612.80 35,297.60 37,044.80 38,896.00 40,851.20 42,889.60 H 16.24 17.05 17.90 18.80 19.74 20.72 B 1,299.20 1,364.00 1,432.00 1,504.00 1,579.20 1,657.60 Y 33,779.20 35,464.00 37,232.00 39,104.00 41,059.20 43,097.60 H 16.32 17.13 17.99 18.89 19.84 20.83 B 1,305.60 35,630.40 37,419.20 39,291.20 41,267.20 43,326.40 Y 33,945.60 35,617.60 37,606.40 39,478.40 41,454.40 43,534.40 H 16.48 17.30 18.17 19.08 20.03 21.03 B 1,318.40 1,384.00 1,453.60 1,526.40 1,602.40<

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RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
64.0	н	16.97	17.81	18.70	19.64	20.62	21.65	22.74
-	В	1,357.60	1,424.80	1,496.00	1,571.20	1,649.60	1,732.00	1,819.20
	Y	35,297.60	37,044.80	38,896.00	40,851.20	42,889.60	45,032.00	47,299.20
64.1	Н	17.05	17.90	18.80	19.74	20.72	21.76	22.85
	В	1,364.00	1,432.00	1,504.00	1,579.20	1,657.60	1,740.80	1,828.00
	Y	35,464.00	37,232.00	39,104.00	41,059.20	43,097.60	45,260.80	47,528.00
64.2	Н	17.13	17.99	18.89	19.84	20.83	21.87	22.96
	В	1,370.40	1,439.20	1,511.20	1,587.20	1,666.40	1,749.60	1,836.80
	Y	35,630.40	37,419.20	39,291.20	41,267.20	43,326.40	45,489.60	47,756.80
64.3	Н	17.22	18.08	18.98	19.93	20.93	21.98	23.08
	В	1,377.60	1,446.40	1,518.40	1,594.40	1,674.40	1,758.40	1,846.40
	Y	35,817.60	37,606.40	39,478.40	41,454.40	43,534.40	45,718.40	48,006.40
64.4	Н	17.30	18.17	19.08	20.03	21.03	22.09	23.19
	В	1,384.00	1,453.60	1,526.40	1,602.40	1,682.40	1,767.20	1,855.20
	Y	35,984.00	37,793.60	39,686.40	41,662.40	43,742.40	45,947.20	48,235.20
64.5	H	17.39	18.26	19.17	20.13	21.14	22.19	23.30
	В	1,391.20	1,460.80	1,533.60	1,610.40	1,691.20	1,775.20	1,864.00
	Y	36,171.20	37,980.80	39,873.60	41,870.40	43,971.20	46,155.20	48,464.00
64.6	Н	17.47	18.35	19.27	20.23	21.24	22.30	23.42
	В	1,397.60	1,468.00	1,541.60	1,618.40	1,699.20	1,784.00	1,873.60
	Y	36,337.60	38,168.00	40,081.60	42,078.40	44,179.20	46,384.00	48,713.60
64.7	Ĥ	17.56	18.44	19.36	20.33	21.34	22.41	23.53
	В	1,404.80	1,475.20	1,548.80	1,626.40	1,707.20	1,792.80	1,882.40
	Y	36,524.80	38,355.20	40,268.80	42,286.40	44,387.20	46,612.80	48,942.40
64.8	Н	17.64	18.53	19.45	20.42	21.45	22.52	23.64
	В	1,411.20	1,482.40	1,556.00	1,633.60	1,716.00	1,801.60	1,891.20
	Y	36,691.20	38,542.40	40,456.00	42,473.60	44,616.00	46,841.60	49,171.20
64.9	Н	17.73	18.61	19.55	20.52	21.55	22.63	23.76
	В	1,418.40	1,488.80	1,564.00	1,641.60	1,724.00	1,810.40	1,900.80
	Y	36,878.40	38,708.80	40,664.00	42,681.60	44,824.00	47,070.40	49,420.80

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RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
65.0	Н	17.81	18.70	19.64	20.62	21.65	22.74	23.87
	В	1,424.80	1,496.00	1,571.20	1,649.60	1,732.00	1,819.20	1,909.60
	Y	37,044.80	38,896.00	40,851.20	42,889.60	45,032.00	47,299.20	49,649.60
65.1	Н	17.90	18.80	19.74	20.72	21.76	22.85	23.99
	В	1,432.00	1,504.00	1,579.20	1,657.60	1,740.80	1,828.00	1,919.20
	Y	37,232.00	39,104.00	41,059.20	43,097.60	45,260.80	47,528.00	49,899.20
65.2	H	17.99	18.89	19.84	20.83	21.87	22.96	24.11
	В	1,439.20	1,511.20	1,587.20	1,666.40	1,749.60	1,836.80	1,928.80
	Ŷ	37,419.20	39,291.20	41,267.20	43,326.40	45,489.60	47,756.80	50,148.80
			-					
65.3	Н	18.08	18.98	19.93	20.93	21.98	23.08	24.23
	В	1,446.40	1,518.40	1,594.40	1,674.40	1,758.40	1,846.40	1,938.40
	Y	37,606.40	39,478.40	41,454.40	43,534.40	45,718.40	48,006.40	50,398.40
65.4	Н	18.17	19.08	20.03	21.03	22.09	23.19	24.35
	B	1,453.60	1,526.40	1,602.40	1,682.40	1,767.20	1,855.20	1,948.00
	Y	37,793.60	39,686.40	41,662.40	43,742.40	45,947.20	48,235.20	50,648.00
65.5	н	18.26	19.17	20.13	21.14	22.19	23.30	24.47
05.5	<u> </u>	1,460.80	1,533.60	1,610.40	1,691.20	1,775.20	1,864.00	1,957.60
	<u></u>	37,980.80	39,873.60	41,870.40	43,971.20	46,155.20	48,464.00	50,897.60
	T	37,960.60	39,073.00	41,070.40	43,971.20	40,155.20	40,404.00	50,097.00
65.6	Н	18.35	19.27	20.23	21.24	22.30	23.42	24.59
	B	1,468.00	1,541.60	1,618.40	1,699.20	1,784.00	1,873.60	1,967.20
	<u> </u>	38,168.00	40,081.60	42,078.40	44,179.20	46,384.00	48,713.60	51,147.20
65.7	Н	18.44	19.36	20.33	21.34	22.41	23.53	24.71
	В	1,475.20	1,548.80			1,792.80	1,882.40	1,976.80
	Y	38,355.20	40,268.80	42,286.40	44,387.20	46,612.80	48,942.40	51,396.80
				· · · · · ·				
65.8	Н	18.53	19.45	20.42	21.45	22.52	23.64	24.83
	В	1,482.40	1,556.00	1,633.60	1,716.00	1,801.60	1,891.20	1,986.40
	Y	38,542.40	40,456.00	42,473.60	44,616.00	46,841.60	49,171.20	51,646.40
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65.9	н	18.61	19.55	20.52	21.55	22.63	23.76	24.95
	В	1,488.80	1,564.00	1,641.60	1,724.00	1,810.40	1,900.80	1,996.00
	Y	38,708.80	40,664.00	42,681.60	44,824.00	47,070.40	49,420.80	51,896.00

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
66.0	н	18.70	19.64	20.62	21.65	22.74	23.87	25.07
	. B	1,496.00	1,571.20	1,649.60	1,732.00	1,819.20	1,909.60	2,005.60
	Y	38,896.00	40,851.20	42,889.60	45,032.00	47,299.20	49,649.60	52,145.60
66.1	Н	18.80	19.74	20.72	21.76	22.85	23.99	25.19
	В	1,504.00	1,579.20	1,657.60	1,740.80	1,828.00	1,919.20	2,015.20
	Y	39,104.00	41,059.20	43,097.60	45,260.80	47,528.00	49,899.20	52,395.20
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66.2	Н	18.89	19.84	20.83	21.87	22.96	24.11	25.32
	В	1,511.20	1,587.20	1,666.40	1,749.60	1,836.80	1,928.80	2,025.60
	Y	39,291.20	41,267.20	43,326.40	45,489.60	47,756.80	50,148.80	52,665.60
66.3	Н	18.98	19.93	20.93	21.98	23.08	24.23	25.44
	В	1,518.40	1,594.40	1,674.40	1,758.40	1,846.40	1,938.40	2,035.20
	Y	39,478.40	41,454.40	43,534.40	45,718.40	48,006.40	50,398.40	52,915.20
66.4	Н	19.08	20.03	21.03	22.09	23.19	24.35	25.57
	В	1,526.40	1,602.40	1,682.40	1,767.20	1,855.20	1,948.00	2,045.60
	Y	39,686.40	41,662.40	43,742.40	45,947.20	48,235.20	50,648.00	53,185.60
66.5	H	19.17	20.13	21.14	22.19	23.30	24.47	25.69
	В	1,533.60	1,610.40	1,691.20	1,775.20	1,864.00	1,957.60	2,055.20
	Y	39,873.60	41,870.40	43,971.20	46,155.20	48,464.00	50,897.60	53,435.20
66.6	Н	19.27	20.23	21.24	22.30	23.42	24.59	25.82
	В	1,541.60	1,618.40	1,699.20	1,784.00	1,873.60	1,967.20	2,065.60
	Y	40,081.60	42,078.40	44,179.20	46,384.00	48,713.60	51,147.20	53,705.60
66.7	Н	19.36	20.33	21.34	22.41	23.53	24.71	25.94
	В	1,548.80	1,626.40	1,707.20	1,792.80	1,882.40	1,976.80	2,075.20
	Y	40,268.80	42,286.40	44,387.20	46,612.80	48,942.40	51,396.80	53,955.20
66.8	Н	19.45	20.42	21.45	22.52	23.64	24.83	26.07
	В	1,556.00	1,633.60	1,716.00	1,801.60	1,891.20	1,986.40	2,085.60
	Υ	40,456.00	42,473.60	44,616.00	46,841.60	49,171.20	51,646.40	54,225.60
66.9	H	19.55	20.52	21.55	22.63	23.76	24.95	26.19
	В	1,564.00	1,641.60	1,724.00	1,810.40	1,900.80	1,996.00	2,095.20
	Y	40,664.00	42,681.60	44,824.00	47,070.40	49,420.80	51,896.00	54,475.20

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
67.0	Н	19.64	20.62	21.65	22.74	23.87	25.07	26.32
	В	1,571.20	1,649.60	1,732.00	1,819.20	1,909.60	2,005.60	2,105.60
	Y	40,851.20	42,889.60	45,032.00	47,299.20	49,649.60	52,145.60	54,745.60
67.1	Н	19.74	20.72	21.76	22.85	23.99	25.19	26.45
	В	1,579.20	1,657.60	1,740.80	1,828.00	1,919.20	2,015.20	2,116.00
	Y	41,059.20	43,097.60	45,260.80	47,528.00	49,899.20	52,395.20	55,016.00
67.2	н	19.84	20.83	21.87	22.96	24.11	25.32	26.58
	В	1,587.20	1,666.40	1,749.60	1,836.80	1,928.80	2,025.60	2,126.40
	Y	41,267.20	43,326.40	45,489.60	47,756.80	50,148.80	52,665.60	55,286.40
67.3	Н	19.93	20.93	21.98	23.08	24.23	25.44	26.71
	B	1,594.40	1,674.40	1,758.40	1,846.40	1,938.40	2,035.20	2,136.80
	Y	41,454.40	43,534.40	45,718.40	48,006.40	50,398.40	52,915.20	55,556.80
67.4	н	20.03	21.03	22.09	23.19	24.35	25.57	26.84
	В	1,602.40	1,682.40	1,767.20	1,855.20	1,948.00	2,045.60	2,147.20
	Y	41,662.40	43,742.40	45,947.20	48,235.20	50,648.00	53,185.60	55,827.20
67.5	н	20.13	21.14	22.19	23.30	24.47	25.69	26.98
	B	1,610.40	1,691.20	1,775.20	1,864.00	1,957.60	2,055.20	2,158.40
	Y	41,870.40	43,971.20	46,155.20	48,464.00	50,897.60	53,435.20	56,118.40
67.6	Н	20.23	21.24	22.30	23.42	24.59	25.82	27.11
	В	1,618.40	1,699.20	1,784.00	1,873.60	1,967.20	2,065.60	2,168.80
	Y	42,078.40	44,179.20	46,384.00	48,713.60	51,147.20	53,705.60	56,388.80
67.7	Н	20.33	21.34	22.41	23.53	24.71	25.94	27.24
	В	1,626.40	1,707.20	1,792.80	1,882.40	1,976.80	2,075.20	2,179.20
	Y	42,286.40	44,387.20	46,612.80	48,942.40	51,396.80	53,955.20	56,659.20
67.8	Н	20.42	21.45	22.52	23.64	24.83	26.07	27.37
	В	1,633.60	1,716.00	1,801.60	1,891.20	1,986.40	2,085.60	2,189.60
	Y	42,473.60	44,616.00	46,841.60	49,171.20	51,646.40	54,225.60	56,929.60
67.9	н	20.52	21.55	22.63	23.76	24.95	26.19	27.50
	В	1,641.60	1,724.00	1,810.40	1,900.80	1,996.00	2,095.20	2,200.00
	Y	42,681.60	44,824.00	47,070.40	49,420.80	51,896.00	54,475.20	57,200.00

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RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
68.0	Н	20.62	21.65	22.74	23.87	25.07	26.32	27.63
	В	1,649.60	1,732.00	1,819.20	1,909.60	2,005.60	2,105.60	2,210.40
	Y	42,889.60	45,032.00	47,299.20	49,649.60	52,145.60	54,745.60	57,470.40
68.1	Н	20.72	21.76	22.85	23.99	25.19	26.45	27.77
	В	1,657.60	1,740.80	1,828.00	1,919.20	2,015.20	2,116.00	2,221.60
	Y	43,097.60	45,260.80	47,528.00	49,899.20	52,395.20	55,016.00	57,761.60
68.2	Н	20.83	21.87	22.96	24.11	25.32	26.58	27.91
	В	1,666.40	1,749.60	1,836.80	1,928.80	2,025.60	2,126.40	2,232.80
	Y	43,326.40	45,489.60	47,756.80	50,148.80	52,665.60	55,286.40	58,052.80
								<u>.</u>
68.3	H	20.93	21.98	23.08	24.23	25.44	26.71	28.05
	В	1,674.40	1,758.40	1,846.40	1,938.40	2,035.20	2,136.80	2,244.00
	Y	43,534.40	45,718.40	48,006.40	50,398.40	52,915.20	55,556.80	58,344.00
	<u> </u>							
68.4	Н	21.03	22.09	23.19	24.35	25.57	26.84	28.19
	В	1,682.40	1,767.20	1,855.20	1,948.00	2,045.60	2,147.20	2,255.20
	Y	43,742.40	45,947.20	48,235.20	50,648.00	53,185.60	55,827.20	58,635.20
68.5	н	21.14	22.19	23.30	24.47	25.69	26.98	28.33
	В	1,691.20	1,775.20	1,864.00	1,957.60	2,055.20	2,158.40	2,266.40
	<u> </u>	43,971.20	46,155.20	48,464.00	50,897.60	53,435.20	56,118.40	58,926.40
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68.6	Η	21.24	22.30	23.42	24.59	25.82	27.11	28.46
	В	1,699.20	1,784.00	1,873.60	1,967.20	2,065.60	2,168.80	2,276.80
	Y	44,179.20	46,384.00	48,713.60	51,147.20	53,705.60	56,388.80	59,196.80
68.7	н	21.34	22.41	23.53	24.71	25.94	27.24	28.60
	В	1,707.20	1,792.80	1,882.40	1,976.80	2,075.20	2,179.20	2,288.00
	Y	44,387.20	46,612.80	48,942.40	51,396.80	53,955.20	56,659.20	59,488.00
		04.45			04.00	00.07	07.07	
68.8	<u>H</u>	21.45	22.52	23.64	24.83	26.07	27.37	28.74
	<u> </u>	1,716.00	1,801.60	1,891.20	1,986.40	2,085.60	2,189.60	2,299.20
	Y	44,616.00	46,841.60	49,171.20	51,646.40	54,225.60	56,929.60	59,779.20
68.9	н	21.55	22.63	23.76	24.95	26.19	27.50	28.8
	B	1,724.00	1,810.40	1,900.80	1,996.00	2,095.20	2,200.00	2,310.40
	Y	44,824.00	47,070.40	49,420.80	51,896.00	54,475.20	57,200.00	60,070.40

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RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
69.0	Н	21.65	22.74	23.87	25.07	26.32	27.63	29.02
	В	1,732.00	1,819.20	1,909.60	2,005.60	2,105.60	2,210.40	2,321.60
	Y	45,032.00	47,299.20	49,649.60	52,145.60	54,745.60	57,470.40	60,361.60
69.1	Н	21.76	22.85	23.99	25.19	26.45	27.77	29.16
	В	1,740.80	1,828.00	1,919.20	2,015.20	2,116.00	2,221.60	2,332.80
	Y	45,260.80	47,528.00	49,899.20	52,395.20	55,016.00	57,761.60	60,652.80
			-					
69.2	Н	21.87	22.96	24.11	25.32	26.58	27.91	29.31
	В	1,749.60	1,836.80	1,928.80	2,025.60	2,126.40	2,232.80	2,344.80
	Y	45,489.60	47,756.80	50,148.80	52,665.60	55,286.40	58,052.80	60,964.80
69.3	Н	21.98	23.08	24.23	25.44	26.71	28.05	29.45
	В	1,758.40	1,846.40	1,938.40	2,035.20	2,136.80	2,244.00	2,356.00
	Y	45,718.40	48,006.40	50,398.40	52,915.20	55,556.80	58,344.00	61,256.00
69.4	Н	22.09	23.19	24.35	25.57	26.84	28.19	29.60
	В	1,767.20	1,855.20	1,948.00	2,045.60	2,147.20	2,255.20	2,368.00
	Y	45,947.20	48,235.20	50,648.00	53,185.60	55,827.20	58,635.20	61,568.00
69.5	Н	22.19	23.30	24.47	25.69	26.98	28.33	29.74
	 B	1,775.20	1,864.00	1,957.60	2,055.20	2,158.40	2,266.40	2,379.20
	<u>-</u> Y	46,155.20	48,464.00	50,897.60	53,435.20	56,118.40	58,926.40	61,859.20
	· · ·	10,100.20		00,007.00	00,100.20	00,110.10	00,020.70	
69.6	Н	22.30	23.42	24.59	25.82	27.11	28.46	29.89
	B	1,784.00	1,873.60	1,967.20	2,065.60	2,168.80	2,276.80	2,391.20
	Y	46,384.00	48,713.60	51,147.20	53,705.60	56,388.80	59,196.80	62,171.20
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69.7	Н	22.41	23.53	24.71	25.94	27.24	28.60	30.03
	В	1,792.80	1,882.40	1,976.80	2,075.20	2,179.20	2,288.00	2,402.40
	Y	46,612.80	48,942.40	51,396.80	53,955.20	56,659.20	59,488.00	62,462.40
69.8	Н	22.52	23.64	24.83	26.07	27.37	28.74	30.18
	В	1,801.60	1,891.20	1,986.40	2,085.60	2,189.60	2,299.20	2,414.4
	Y	46,841.60	49,171.20	51,646.40	54,225.60	56,929.60	59,779.20	62,774.4
69.9	Н	22.63	23.76	24.95	26.19	27.50	28.88	30.3
	В	1,810.40	1,900.80	1,996.00	2,095.20	2,200.00	2,310.40	2,425.6
	Y	47,070.40	49,420.80	51,896.00	54,475.20	57,200.00	60,070.40	63,065.60

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RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
70.0	н	22.74	23.87	25.07	26.32	27.63	29.02	30.47
	В	1,819.20	1,909.60	2,005.60	2,105.60	2,210.40	2,321.60	2,437.60
	Y	47,299.20	49,649.60	52,145.60	54,745.60	57,470.40	60,361.60	63,377.60
70.1	н	22.85	23.99	25.19	26.45	27.77	29.16	30.62
	В	1,828.00	1,919.20	2,015.20	2,116.00	2,221.60	2,332.80	2,449.60
	Y	47,528.00	49,899.20	52,395.20	55,016.00	57,761.60	60,652.80	63,689.60
70.2	H	22.96	24.11	25.32	26.58	27.91	29.31	30.77
	В	1,836.80	1,928.80	2,025.60	2,126.40	2,232.80	2,344.80	2,461.60
	Y	47,756.80	50,148.80	52,665.60	55,286.40	58,052.80	60,964.80	64,001.60
70.0			04.00	05.44	00.74	20.05		20.00
70.3	<u> </u>	23.08	24.23	25.44	26.71	28.05	29.45	30.92
	<u> </u>	1,846.40	1,938.40		2,136.80	2,244.00	2,356.00	2,473.60
	Y	48,006.40	50,398.40	52,915.20	55,556.80	58,344.00	61,256.00	64,313.60
70.4	н	23.19	24.35	25.57	26.84	28.19	29.60	31.08
	B	1,855.20	1,948.00		2,147.20	2,255.20	2,368.00	2,486.40
	Y	48,235.20	50,648.00	· · · · · · · · · · · · · · · · · · ·	55,827.20	58,635.20	61,568.00	64,646.40
		40,200.20	00,040.00		00,021.20		01,000.00	01,010.10
70.5	Н	23.30	24.47	25.69	26.98	28.33	29.74	31.23
	В	1,864.00	1,957.60	2,055.20	2,158.40	2,266.40	2,379.20	2,498.40
	Y	48,464.00	50,897.60	53,435.20	56,118.40	58,926.40	61,859.20	64,958.4
70.6	Н	23.42	24.59	25.82	27.11	28.46	29.89	31.3
	В	1,873.60	1,967.20	2,065.60	2,168.80	2,276.80	2,391.20	2,510.4
	Y	48,713.60	51,147.20	53,705.60	56,388.80	59,196.80	62,171.20	65,270.4
70.7	н	23.53	24.71	25.94	27.24	28.60	30.03	31.5
	В	1,882.40	1,976.80	2,075.20	2,179.20	2,288.00	2,402.40	2,522.4
	Y	48,942.40	51,396.80	53,955.20	56,659.20	59,488.00	62,462.40	65,582.4
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70.8	<u> </u>	23.64	24.83	26.07	27.37	28.74	30.18	31.6
	В	1,891.20	1,986.40	2,085.60	2,189.60	2,299.20	2,414.40	2,535.2
	Y	49,171.20	51,646.40	54,225.60	56,929.60	59,779.20	62,774.40	65,915.2
70.9	<u>H</u>	23.76	24.95	26.19	27.50	28.88	30.32	31.84
	<u> </u>	1,900.80	1,996.00	2,095.20	2,200.00	2,310.40	2,425.60	2,547.20
	Y	49,420.80	51,896.00	54,475.20	57,200.00	60,070.40	63,065.60	66,227.20

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RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
71.0	Н	23.87	25.07	26.32	27.63	29.02	30.47	31.99
	В	1,909.60	2,005.60	2,105.60	2,210.40	2,321.60	2,437.60	2,559.20
	Y	49,649.60	52,145.60	54,745.60	57,470.40	60,361.60	63,377.60	66,539.20
71.1	Н	23.99	25.19	26.45	27.77	29.16	30.62	32.15
	В	1,919.20	2,015.20	2,116.00	2,221.60	2,332.80	2,449.60	2,572.00
	Y	49,899.20	52,395.20	55,016.00	57,761.60	60,652.80	63,689.60	66,872.00
71.2	H	24.11	25.32	26.58	27.91	29.31	30.77	32.31
	B	1,928.80	2,025.60	2,126.40	2,232.80	2,344.80	2,461.60	2,584.80
	Y	50,148.80	52,665.60	55,286.40	58,052.80	60,964.80	64,001.60	67,204.80
71.3	Н	24.23	25.44	26.71	28.05	29.45	30.92	32.47
	В	1,938.40	2,035.20	2,136.80	2,244.00	2,356.00	2,473.60	2,597.60
	Y	50,398.40	52,915.20	55,556.80	58,344.00	61,256.00	64,313.60	67,537.60
71.4	н	24.35	25.57	26.84	28.19	29.60	31.08	32.63
	В	1,948.00	2,045.60	2,147.20	2,255.20	2,368.00	2,486.40	2,610.40
	Y	50,648.00	53,185.60	55,827.20	58,635.20	61,568.00	64,646.40	67,870.40
71.5	н	24.47	25.69	26.98	28.33	29.74	31.23	32.79
	В	1,957.60	2,055.20	2,158.40	2,266.40	2,379.20	2,498.40	2,623.20
	Y	50,897.60	53,435.20	56,118.40	58,926.40	61,859.20	64,958.40	68,203.20
71.6	H	24.59	25.82	27.11	28.46	29.89	31.38	32.95
	В	1,967.20	2,065.60	2,168.80	2,276.80	2,391.20	2,510.40	2,636.00
	Y	51,147.20	53,705.60	56,388.80	59,196.80	62,171.20	65,270.40	68,536.00
71.7	н	24.71	25.94	27.24	28.60	30.03	31.53	33.11
	В	1,976.80	2,075.20	2,179.20	2,288.00	2,402.40	2,522.40	2,648.80
	Y	51,396.80	53,955.20	56,659.20	59,488.00	62,462.40	65,582.40	68,868.80
71.8	Н	24.83	26.07	27.37	28.74	30.18	31.69	33.27
	В	1,986.40	2,085.60	2,189.60	2,299.20	2,414.40	2,535.20	2,661.60
	Y	51,646.40	54,225.60	56,929.60	59,779.20	62,774.40	65,915.20	69,201.60
71.9	Н	24.95	26.19	27.50	28.88	30.32	31.84	33.43
	B	1,996.00	2,095.20	2,200.00	2,310.40	2,425.60	2,547.20	2,674.40
	Y	51,896.00	54,475.20	57,200.00	60,070.40	63,065.60	66,227.20	69,534.40

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RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
72.0	Н	25.07	26.32	27.63	29.02	30.47	31.99	33.59
	В	2,005.60	2,105.60	2,210.40	2,321.60	2,437.60	2,559.20	2,687.20
	Y	52,145.60	54,745.60	57,470.40	60,361.60	63,377.60	66,539.20	69,867.20
72.1	Н	25.19	26.45	27.77	29.16	30.62	32.15	33.76
	В	2,015.20	2,116.00	2,221.60	2,332.80	2,449.60	2,572.00	2,700.80
	Y	52,395.20	55,016.00	57,761.60	60,652.80	63,689.60	66,872.00	70,220.80
72.2	Н	25.32	26.58	27.91	29.31	30.77	32.31	33.93
	В	2,025.60	2,126.40	2,232.80	2,344.80	2,461.60	2,584.80	2,714.40
	Y	52,665.60	55,286.40	58,052.80	60,964.80	64,001.60	67,204.80	70,574.40
			00.74					
72.3	<u>. н</u>	25.44	26.71	28.05	29.45	30.92	32.47	34.09
	B	2,035.20	2,136.80	2,244.00	2,356.00	2,473.60	2,597.60	2,727.20
	Y	52,915.20	55,556.80	58,344.00	61,256.00	64,313.60	67,537.60	70,907.20
72.4	н	25.57	26.84	28.19	29.60	31.08	32.63	34.26
12.4			2,147.20	2,255.20	2,368.00			
	<u>В</u> Ү	2,045.60				2,486.40	2,610.40	2,740.80
	1	53,185.60	55,827.20	58,635.20	61,568.00	64,646.40	67,870.40	71,260.80
72.5	н	25.69	26.98	28.33	29.74	31.23	32.79	34.43
	B	2,055.20	2,158.40	2,266.40	2,379.20	2,498.40	2,623.20	2,754.40
	Y	53,435.20	56,118.40	58,926.40	61,859.20	64,958.40	68,203.20	71,614.40
		00,100.20		00,020.10	01,000.20	01,000.10	00,200.20	71,011.10
72.6	Н	25.82	27.11	28.46	29.89	31.38	32.95	34.60
	В	2,065.60	2,168.80	2,276.80	2,391.20	2,510.40	2,636.00	2,768.00
	Y	53,705.60	56,388.80	59,196.80	62,171.20	65,270.40	68,536.00	71,968.00
72.7	Н	25.94	27.24	28.60	30.03	31.53	33.11	34.77
	В	2,075.20	2,179.20	2,288.00	2,402.40	2,522.40	2,648.80	2,781.60
	Y	53,955.20	56,659.20	59,488.00	62,462.40	65,582.40	68,868.80	72,321.60
72.8	Н	26.07	27.37	28.74	30.18	31.69	33.27	34.93
	В	2,085.60	2,189.60	2,299.20	2,414.40	2,535.20	2,661.60	2,794.40
	Y	54,225.60	56,929.60	59,779.20	62,774.40	65,915.20	69,201.60	72,654.40
72.9	Н	26.19	27.50	28.88	30.32	31.84	33.43	35.10
	В	2,095.20	2,200.00	2,310.40	2,425.60	2,547.20	2,674.40	2,808.00
	Y	54,475.20	57,200.00	60,070.40	63,065.60	66,227.20	69,534.40	73,008.00

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
73.0	н	26.32	27.63	29.02	30.47	31.99	33.59	35.27
	В	2,105.60	2,210.40	2,321.60	2,437.60	2,559.20	2,687.20	2,821.60
	Y	54,745.60	57,470.40	60,361.60	63,377.60	66,539.20	69,867.20	73,361.60
73.1	Н	26.45	27.77	29.16	30.62	32.15	33.76	35.45
	В	2,116.00	2,221.60	2,332.80	2,449.60	2,572.00	2,700.80	2,836.00
	Y	55,016.00	57,761.60	60,652.80	63,689.60	66,872.00	70,220.80	73,736.0
	(
73.2	Н	26.58	27.91	29.31	30.77	32.31	33.93	35.6
	В	2,126.40	2,232.80	2,344.80	2,461.60	2,584.80	2,714.40	2,849.6
	Y	55,286.40	58,052.80	60,964.80	64,001.60	67,204.80	70,574.40	74,089.6
73.3	Н	26.71	28.05	29.45	30.92	32.47	34.09	35.8
	В	2,136.80	2,244.00	2,356.00	2,473.60	2,597.60	2,727.20	2,864.0
	Y	55,556.80	58,344.00	61,256.00	64,313.60	67,537.60	70,907.20	74,464.0
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73.4	Н	26.84	28.19	29.60	31.08	32.63	34.26	35.9
	В	2,147.20	2,255.20	2,368.00	2,486.40	2,610.40	2,740.80	2,877.6
	Y	55,827.20	58,635.20	61,568.00	64,646.40	67,870.40	71,260.80	74,817.6
73.5	H	26.98	28.33	29.74	31.23	32.79	34.43	36.1
	В	2,158.40	2,266.40	2,379.20	2,498.40	2,623.20	2,754.40	2,892.0
	Y	56,118.40	58,926.40	61,859.20	64,958.40	68,203.20	71,614.40	75,192.0
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73.6	H	27.11	28.46	29.89	31.38	32.95	34.60	36.3
	В	2,168.80	2,276.80	2,391.20	2,510.40	2,636.00	2,768.00	2,906.4
	Y	56,388.80	59,196.80	62,171.20	65,270.40	68,536.00	71,968.00	75,566.4
73.7	н	27.24	28.60	30.03	31.53	33.11	34.77	36.5
	В	2,179.20	2,288.00	2,402.40	2,522.40	2,648.80	2,781.60	2,920.0
	Y	56,659.20	59,488.00	62,462.40	65,582.40	68,868.80	72,321.60	75,920.0
73.8	Н	27.37	28.74	30.18	31.69	33.27	34.93	36.6
	В	2,189.60	2,299.20	2,414.40	2,535.20	2,661.60	2,794.40	2,934.4
	Y	56,929.60	59,779.20	62,774.40	65,915.20	69,201.60	72,654.40	76,294.4
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73.9	Н	27.50	28.88	30.32	31.84	33.43	35.10	36.8
	В	2,200.00	2,310.40	2,425.60	2,547.20	2,674.40	2,808.00	2,948.8
	Y	57,200.00	60,070.40	63,065.60	66,227.20	69,534.40	73,008.00	76,668.8

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
74.0	Н	27.63	29.02	30.47	31.99	33.59	35.27	37.03
	В	2,210.40	2,321.60	2,437.60	2,559.20	2,687.20	2,821.60	2,962.40
	Υ	57,470.40	60,361.60	63,377.60	66,539.20	69,867.20	73,361.60	77,022.40
74.1	н	27.77	29.16	30.62	32.15	33.76	35.45	37.22
	В	2,221.60	2,332.80	2,449.60	2,572.00	2,700.80	2,836.00	2,977.60
	Y	57,761.60	60,652.80	63,689.60	66,872.00	70,220.80	73,736.00	77,417.60
74.2	Н	27.91	29.31	30.77	32.31	33.93	35.62	37.40
	В	2,232.80	2,344.80	2,461.60	2,584.80	2,714.40	2,849.60	2,992.00
	Y	58,052.80	60,964.80	64,001.60	67,204.80	70,574.40	74,089.60	77,792.00
74.3	<u> </u>	28.05	29.45	30.92	32.47	34.09	35.80	37.59
	В	2,244.00	2,356.00	2,473.60	2,597.60	2,727.20	2,864.00	3,007.20
	Y	58,344.00	61,256.00	64,313.60	67,537.60	70,907.20	74,464.00	78,187.20
74.4	Н	28.19	29.60	31.08	32.63	34.26	35.97	37.77
	В	2,255.20	2,368.00	2,486.40	2,610.40	2,740.80	2,877.60	3,021.60
	Y	58,635.20	61,568.00	64,646.40	67,870.40	71,260.80	74,817.60	78,561.60
74.5	– – – – – – – – – – – – – – – – – – –	28.33	29.74	31.23	32.79	34.43	36.15	37.96
	В	2,266.40	2,379.20	2,498.40	2,623.20	2,754.40	2,892.00	3,036.80
	Y	58,926.40	61,859.20	64,958.40	68,203.20	71,614.40	75,192.00	78,956.80
74.6	Н	28.46	29.89	31.38	32.95	34.60	36.33	38.14
	В	2,276.80	2,391.20	2,510.40	2,636.00	2,768.00	2,906.40	3,051.20
	Y	59,196.80	62,171.20	65,270.40	68,536.00	71,968.00	75,566.40	79,331.20
74.7	Н	28.60	30.03	31.53	33.11	34.77	36.50	38.33
	В	2,288.00	2,402.40	2,522.40	2,648.80	2,781.60	2,920.00	3,066.40
	Y	59,488.00	62,462.40	65,582.40	68,868.80	72,321.60	75,920.00	79,726.40
74.8	<u> </u>	28.74	30.18	31.69	33.27	34.93	36.68	38.5
	В	2,299.20	2,414.40	2,535.20	2,661.60	2,794.40	2,934.40	3,080.80
	Y	59,779.20	62,774.40	65,915.20	69,201.60	72,654.40	76,294.40	80,100.80
74.9	<u> </u>	28.88	30.32	31.84	33.43	35.10	36.86	38.70
	<u>B</u>	2,310.40	2,425.60	2,547.20	2,674.40	2,808.00	2,948.80	3,096.00
	Y	60,070.40	63,065.60	66,227.20	69,534.40	73,008.00	76,668.80	80,496.00

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RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
75.0	Н	29.02	30.47	31.99	33.59	35.27	37.03	38.88
	В	2,321.60	2,437.60	2,559.20	2,687.20	2,821.60	2,962.40	3,110.40
	Y	60,361.60	63,377.60	66,539.20	69,867.20	73,361.60	77,022.40	80,870.40
75.1	н	29.16	30.62	32.15	33.76	35.45	37.22	39.08
	В	2,332.80	2,449.60	2,572.00	2,700.80	2,836.00	2,977.60	3,126.40
	Y	60,652.80	63,689.60	66,872.00	70,220.80	73,736.00	77,417.60	81,286.40
	<u> </u>							
75.2	Н	29.31	30.77	32.31	33.93	35.62	37.40	39.27
	В	2,344.80	2,461.60	2,584.80	2,714.40	2,849.60	2,992.00	3,141.60
	Y	60,964.80	64,001.60	67,204.80	70,574.40	74,089.60	77,792.00	81,681.60
75.3	Н	29.45	30.92	32.47	34.09	35.80	37.59	39.47
	В	2,356.00	2,473.60	2,597.60	2,727.20	2,864.00	3,007.20	3,157.60
	Y	61,256.00	64,313.60	67,537.60	70,907.20	74,464.00	78,187.20	82,097.60
75.4	H	29.60	31.08	32.63	34.26	35.97	37.77	39.66
	В	2,368.00	2,486.40	2,610.40	2,740.80	2,877.60	3,021.60	3,172.80
	Y	61,568.00	64,646.40	67,870.40	71,260.80	74,817.60	78,561.60	82,492.80
	<u> </u>							
75.5	<u> </u>	29.74	31.23	32.79	34.43	36.15	37.96	39.86
	В	2,379.20	2,498.40	2,623.20	2,754.40	2,892.00	3,036.80	3,188.80
	Y	61,859.20	64,958.40	68,203.20	71,614.40	75,192.00	78,956.80	82,908.80
75.6	H	29.89	31.38	32.95	34.60	36.33	38.14	40.05
	В	2,391.20	2,510.40	2,636.00	2,768.00	2,906.40	3,051.20	3,204.00
_	Y	62,171.20	65,270.40	68,536.00	71,968.00	75,566.40	79,331.20	83,304.00
75.7	Н	30.03	31.53	33.11	34.77	36.50	38.33	40.25
	В	2,402.40	2,522.40	2,648.80	2,781.60	2,920.00	3,066.40	3,220.00
	Y	62,462.40	65,582.40	68,868.80	72,321.60	75,920.00	79,726.40	83,720.00
75.8	Н	30.18	31.69	33.27	34.93	36.68	38.51	40.44
	В	2,414.40	2,535.20	2,661.60	2,794.40	2,934.40	3,080.80	3,235.20
	Y	62,774.40	65,915.20	69,201.60	72,654.40	76,294.40	80,100.80	84,115.20
75.9	Н	30.32	31.84	33.43	35.10	36.86	38.70	40.63
	В	2,425.60	2,547.20	2,674.40	2,808.00	2,948.80	3,096.00	3,250.40
	Y	63,065.60	66,227.20	69,534.40	73,008.00	76,668.80	80,496.00	84,510.40

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
76.0	Н	30.47	31.99	33.59	35.27	37.03	38.88	40.83
	В	2,437.60	2,559.20	2,687.20	2,821.60	2,962.40	3,110.40	3,266.40
	Y	63,377.60	66,539.20	69,867.20	73,361.60	77,022.40	80,870.40	84,926.40
76.1	Н	30.62	32.15	33.76	35.45	37.22	39.08	41.03
	В	2,449.60	2,572.00	2,700.80	2,836.00	2,977.60	3,126.40	3,282.40
	Y	63,689.60	66,872.00	70,220.80	73,736.00	77,417.60	81,286.40	85,342.40
76.2	Н	30.77	32.31	33.93	35.62	37.40	39.27	41.24
	В	2,461.60	2,584.80	2,714.40	2,849.60	2,992.00	3,141.60	3,299.20
	Y	64,001.60	67,204.80	70,574.40	74,089.60	77,792.00	81,681.60	85,779.20
76.3	н	30.92	32.47	34.09	35.80	37.59	39.47	41.44
/0.3	<u> </u>	2,473.60	2,597.60	2,727.20	2,864.00	3,007.20	3,157.60	
	<u>- В</u> - Ү	64,313.60	67,537.60				82,097.60	3,315.20 86,195.20
	T	04,313.00	07,537.00	70,907.20	74,464.00	78,187.20	02,097.00	00,195.20
76.4	H	31.08	32.63	34.26	35.97	37.77	39.66	41.65
	В	2,486.40	2,610.40	2,740.80	2,877.60	3,021.60	3,172.80	3,332.00
	Y	64,646.40	67,870.40	71,260.80	74,817.60	78,561.60	82,492.80	86,632.00
76.5	Η	31.23	32.79	34.43	36.15	37.96	39.86	41.85
	В	2,498.40	2,623.20	2,754.40	2,892.00	3,036.80	3,188.80	3,348.00
	Y	64,958.40	68,203.20	71,614.40	75,192.00	78,956.80	82,908.80	87,048.00
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76.6	<u> </u>	31.38	32.95	34.60	36.33	38.14	40.05	42.05
	В	2,510.40	2,636.00	2,768.00	2,906.40	3,051.20	3,204.00	3,364.00
	Y	65,270.40	68,536.00	71,968.00	75,566.40	79,331.20	83,304.00	87,464.00
76.7	н	31.53	33.11	34.77	36.50		40.25	42.26
- 10.1	B	2,522.40	2,648.80		2,920.00	3,066.40	3,220.00	3,380.80
	Y	65,582.40	68,868.80	72,321.60	75,920.00	79,726.40	83,720.00	87,900.80
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76.8	Н	31.69	33.27	34.93	36.68	38.51	40.44	42.46
	В	2,535.20	2,661.60	2,794.40	2,934.40	3,080.80	3,235.20	3,396.80
	Y	65,915.20	69,201.60	72,654.40	76,294.40	80,100.80	84,115.20	88,316.80
76.9	<u> </u>	31.84	33.43	35.10	36.86	38.70	40.63	42.67
	В	2,547.20	2,674.40	2,808.00	2,948.80	3,096.00	3,250.40	3,413.60
	Y	66,227.20	69,534.40	73,008.00	76,668.80	80,496.00	84,510.40	88,753.60

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RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
77.0	Н	31.99	33.59	35.27	37.03	38.88	40.83	42.8
	B	2,559.20	2,687.20	2,821.60	2,962.40	3,110.40	3,266.40	3,429.6
	Y	66,539.20	69,867.20	73,361.60	77,022.40	80,870.40	84,926.40	89,169.6
77.1	Н	32.15	33.76	35.45	37.22	39.08	41.03	43.0
	В	2,572.00	2,700.80	2,836.00	2,977.60	3,126.40	3,282.40	3,446.4
	Y	66,872.00	70,220.80	73,736.00	77,417.60	81,286.40	85,342.40	89,606.4
77.2	H	32.31	33.93	35.62	37.40	39.27	41.24	43.3
	В	2,584.80	2,714.40	2,849.60	2,992.00	3,141.60	3,299.20	3,464.0
. <u> </u>	Y	67,204.80	70,574.40	74,089.60	77,792.00	81,681.60	85,779.20	90,064.0
77.3	Н	32.47	34.09	35.80	37.59	39.47	41.44	43.5
11.5	 	2,597.60	2,727.20		3,007.20	3,157.60	3,315.20	3,480.8
	<u>- В</u> - Ү	67,537.60	70,907.20	74,464.00	78,187.20	82,097.60	86,195.20	90,500.8
	1	07,557.00	70,907.20	74,404.00	70,107.20	02,097.00	00,195.20	90,000.0
77.4	H	32.63	34.26	35.97	37.77	39.66	41.65	43.7
	В	2,610.40	2,740.80	2,877.60	3,021.60	3,172.80	3,332.00	3,498.4
	Y	67,870.40	71,260.80	74,817.60	78,561.60	82,492.80	86,632.00	90,958.4
77.5	Н	32.79	34.43	36.15	37.96	39.86	41.85	43.9
	В	2,623.20	2,754.40	2,892.00	3,036.80	3,188.80	3,348.00	3,515.2
	Y	68,203.20	71,614.40	75,192.00	78,956.80	82,908.80	87,048.00	91,395.2
				,				
77.6	Н	32.95	34.60	36.33	38.14	40.05	42.05	44.1
	B	2,636.00	2,768.00	2,906.40	3,051.20	3,204.00	3,364.00	3,532.8
	Y	68,536.00	71,968.00	75,566.40	79,331.20	83,304.00	87,464.00	91,852.8
		00.44	04.77	00.50			40.00	44.0
	<u>H</u>	33.11	34.77	36.50	38.33	40.25	42.26	44.3
	<u> </u>	2,648.80	2,781.60		3,066.40	3,220.00	3,380.80	3,549.6
	Y	68,868.80	72,321.60	75,920.00	79,726.40	83,720.00	87,900.80	92,289.6
77.8	H	33.27	34.93	36.68	38.51	40.44	42.46	44.5
	B	2,661.60	2,794.40	2,934.40	3,080.80	3,235.20	3,396.80	3,566.4
	Y	69,201.60	72,654.40	76,294.40	80,100.80	84,115.20	88,316.80	92,726.4
77.9	Н	33.43	35.10	36.86	38.70	40.63	42.67	44.8
	В	2,674.40	2,808.00	2,948.80	3,096.00	3,250.40	3,413.60	3,584.0
	Y	69,534.40	73,008.00	76,668.80	80,496.00	84,510.40	88,753.60	93,184.0

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
78.0	н	33.59	35.27	37.03	38.88	40.83	42.87	45.01
	В	2,687.20	2,821.60	2,962.40	3,110.40	3,266.40	3,429.60	3,600.80
	Y	69,867.20	73,361.60	77,022.40	80,870.40	84,926.40	89,169.60	93,620.80
78.1	Н	33.76	35.45	37.22	39.08	41.03	43.08	45.24
	В	2,700.80	2,836.00	2,977.60	3,126.40	3,282.40	3,446.40	3,619.20
	Y	70,220.80	73,736.00	77,417.60	81,286.40	85,342.40	89,606.40	94,099.20
78.2	Н	33.93	35.62	37.40	39.27	41.24	43.30	45.46
	В	2,714.40	2,849.60	2,992.00	3,141.60	3,299.20	3,464.00	3,636.80
	Y	70,574.40	74,089.60	77,792.00	81,681.60	85,779.20	90,064.00	94,556.80
78.3	Н	34.09	35.80	37.59	39.47	41.44	43.51	45.69
	В	2,727.20	2,864.00	3,007.20	3,157.60	3,315.20	3,480.80	3,655.20
	Y	70,907.20	74,464.00	78,187.20	82,097.60	86,195.20	90,500.80	95,035.20
78.4	H	34.26	35.97	37.77	39.66	41.65	43.73	45.91
	В	2,740.80	2,877.60	3,021.60	3,172.80	3,332.00	3,498.40	3,672.80
	Y	71,260.80	74,817.60	78,561.60	82,492.80	86,632.00	90,958.40	95,492.80
78.5	Н	34.43	36.15	37.96	39.86	41.85	43.94	46.14
	В	2,754.40	2,892.00	3,036.80	3,188.80	3,348.00	3,515.20	3,691.20
	Y	71,614.40	75,192.00	78,956.80	82,908.80	87,048.00	91,395.20	95,971.20
78.6	Н	34.60	36.33	38.14	40.05	42.05	44.16	46.36
	В	2,768.00	2,906.40	3,051.20	3,204.00	3,364.00	3,532.80	3,708.80
	Y	71,968.00	75,566.40	79,331.20	83,304.00	87,464.00	91,852.80	96,428.80
78.7	Н	34.77	36.50	38.33	40.25	42.26	44.37	46.59
	В	2,781.60	2,920.00	3,066.40	3,220.00	3,380.80	3,549.60	3,727.20
	Y	72,321.60	75,920.00	79,726.40	83,720.00	87,900.80	92,289.60	96,907.20
78.8	Н	34.93	36.68	38.51	40.44	42.46	44.58	46.81
	В	2,794.40	2,934.40	3,080.80	3,235.20	3,396.80	3,566.40	3,744.80
	Y	72,654.40	76,294.40	80,100.80	84,115.20	88,316.80	92,726.40	97,364.80
78.9	Н	35.10	36.86	38.70	40.63	42.67	44.80	47.04
	В	2,808.00	2,948.80	3,096.00	3,250.40	3,413.60	3,584.00	3,763.20
	Y	73,008.00	76,668.80	80,496.00	84,510.40	88,753.60	93,184.00	97,843.20
RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
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79.0	н	35.27	37.03	38.88	40.83	42.87	45.01	47.26
	В	2,821.60	2,962.40	3,110.40	3,266.40	3,429.60	3,600.80	3,780.80
	Y	73,361.60	77,022.40	80,870.40	84,926.40	89,169.60	93,620.80	98,300.80
79.1	Н	35.45	37.22	39.08	41.03	43.08	45.24	47.50
	В	2,836.00	2,977.60	3,126.40	3,282.40	3,446.40	3,619.20	3,800.00
	Y	73,736.00	77,417.60	81,286.40	85,342.40	89,606.40	94,099.20	98,800.00
79.2	н	35.62	37.40	39.27	41.24	43.30	45.46	47.74
	В	2,849.60	2,992.00	3,141.60	3,299.20	3,464.00	3,636.80	3,819.20
	Y	74,089.60	77,792.00	81,681.60	85,779.20	90,064.00	94,556.80	99,299.20
79.3	<u> </u>	35.80	37.59	39.47	41.44	43.51	45.69	47.97
	В	2,864.00	3,007.20	3,157.60	3,315.20	3,480.80	3,655.20	3,837.60
	Y	74,464.00	78,187.20	82,097.60	86,195.20	90,500.80	95,035.20	99,777.60
79.4	<u> </u>	35.97	37.77	39.66	41.65	43.73	45.91	48.21
	B	2,877.60	3,021.60	3,172.80	3,332.00	3,498.40	3,672.80	3,856.80
	Y	74,817.60	78,561.60	82,492.80	86,632.00	90,958.40	95,492.80	100,276.80
70.5		20.45	27.00	20.00	44.05	43.94	46.14	40.45
79.5	H	36.15	37.96	39.86	41.85			48.45
	<u> </u>	2,892.00	3,036.80	3,188.80	3,348.00	3,515.20	3,691.20	3,876.00
_	Y	75,192.00	78,956.80	82,908.80	87,048.00	91,395.20	95,971.20	100,776.00
79.6	н	36.33	38.14	40.05	42.05	44.16	46.36	48.68
	B	2,906.40	3,051.20	3,204.00	3,364.00	3,532.80	3,708.80	
		75,566.40	79,331.20	83,304.00	87,464.00	91,852.80	96,428.80	
			10,001.20			01,002.00		101,201.10
79.7	Н	36.50	38.33	40.25	42.26	44.37	46.59	48.92
	В	2,920.00	3,066.40		3,380.80	3,549.60	3,727.20	
	Y	75,920.00	79,726.40	83,720.00	87,900.80	92,289.60	96,907.20	
								·
79.8	, н	36.68	38.51	40.44	42.46	44.58	46.81	49.15
	В	2,934.40	3,080.80	3,235.20	3,396.80	3,566.40	3,744.80	3,932.00
	Y	76,294.40	80,100.80	84,115.20	88,316.80	92,726.40	97,364.80	102,232.00
79.9	<u> </u>	36.86	38.70	40.63	42.67	44.80	47.04	49.39
	В	2,948.80	3,096.00	3,250.40	3,413.60	3,584.00	3,763.20	3,951.20
	Y	76,668.80	80,496.00	84,510.40	88,753.60	93,184.00	97,843.20	102,731.20

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RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
80.0	Н	37.03	38.88	40.83	42.87	45.01	47.26	49.63
	В	2,962.40	3,110.40	3,266.40	3,429.60	3,600.80	3,780.80	3,970.40
	Y	77,022.40	80,870.40	84,926.40	89,169.60	93,620.80	98,300.80	103,230.40
80.1	Н	37.22	39.08	41.03	43.08	45.24	47.50	49.88
	В	2,977.60	3,126.40	3,282.40	3,446.40	3,619.20	3,800.00	3,990.40
	Y	77,417.60	81,286.40	85,342.40	89,606.40	94,099.20	98,800.00	103,750.40
80.2	H	37.40	39.27	41.24	43.30	45.46	47.74	50.12
	В	2,992.00	3,141.60	3,299.20	3,464.00	3,636.80	3,819.20	4,009.60
	Y	77,792.00	81,681.60	85,779.20	90,064.00	94,556.80	99,299.20	104,249.60
80.3	H	37.59	39.47	41.44	,43.51	45.69	47.97	50.37
	B	3,007.20	3,157.60	3,315.20	3,480.80	3,655.20	3,837.60	4,029.60
	Y	78,187.20	82,097.60	86,195.20	90,500.80	95,035.20	99,777.60	104,769.60
80.4	H	37.77	39.66	41.65	43.73	45.91	48.21	50.62
	B	3,021.60	3,172.80	3,332.00	3,498.40	3,672.80	3,856.80	4,049.60
	Y	78,561.60	82,492.80	86,632.00	90,958.40	95,492.80	100,276.80	105,289.60
80.5	Н	37.96	39.86	41.85	43.94	46.14	48.45	50.87
00.0	 B	3,036.80	3,188.80	3,348.00		3,691.20		
	<u> </u>				3,515.20		3,876.00	4,069.60
	T	78,956.80	82,908.80	87,048.00	91,395.20	95,971.20	100,776.00	105,809.60
80.6	н	38.14	40.05	42.05	44.16	46.36	48.68	51.12
	 B	3,051.20	3,204.00	3,364.00	3,532.80	3,708.80	3,894.40	4,089.60
	<u> </u>	79,331.20	83,304.00	87,464.00	91,852.80	96,428.80		
		+				·		
80.7	Н	38.33	40.25	42.26	44.37	46.59	48.92	51.36
	В	3,066.40	3,220.00	3,380.80	3,549.60	3,727.20	3,913.60	
	Y	79,726.40	83,720.00	87,900.80	92,289.60	96,907.20		
80.8	Н	38.51	40.44	42.46	44.58	46.81	49.15	51.61
	B	3,080.80	3,235.20	3,396.80	3,566.40	3,744.80	3,932.00	4,128.80
	Y	80,100.80	84,115.20	88,316.80	92,726.40	97,364.80	102,232.00	107,348.80
80.9	H	38.70	40.63	42.67	44.80	47.04	49.39	51.86
	В	3,096.00	3,250.40	3,413.60	3,584.00	3,763.20	3,951.20	4,148.80
	Y	80,496.00	84,510.40	88,753.60	93,184.00	97,843.20	102,731.20	107,868.80

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RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
81.0	Н	38.88	40.83	42.87	45.01	47.26	49.63	52.11
	В	3,110.40	3,266.40	3,429.60	3,600.80	3,780.80	3,970.40	4,168.80
	Y	80,870.40	84,926.40	89,169.60	93,620.80	98,300.80	103,230.40	108,388.80
81.1	Н	39.08	41.03	43.08	45.24	47.50	49.88	52.37
	В	3,126.40	3,282.40	3,446.40	3,619.20	3,800.00	3,990.40	4,189.60
	Y	81,286.40	85,342.40	89,606.40	94,099.20	98,800.00	103,750.40	108,929.60
					-			
81.2	<u> </u>	39.27	41.24	43.30	45.46	47.74	50.12	52.63
	В	3,141.60	3,299.20	3,464.00	3,636.80	3,819.20	4,009.60	4,210.40
	Y	81,681.60	85,779.20	90,064.00	94,556.80	99,299.20	104,249.60	109,470.40
81.3	<u> </u>	39.47	41.44	43.51	45.69	47.97	50.37	52.89
	В	3,157.60	3,315.20	3,480.80	3,655.20		4,029.60	4,231.20
	<u>Y</u>	82,097.60	86,195.20	90,500.80	95,035.20	99,777.60	104,769.60	110,011.20
81.4	<u> </u>	39.66	41.65	43.73	45.91	48.21	50.62	53.15
	В	3,172.80	3,332.00	3,498.40	3,672.80			
	Y	82,492.80	86,632.00	90,958.40	95,492.80	100,276.80	105,289.60	110,552.00
01 5		20.96	44.95	42.04	46.14	10 AE	50.87	53.41
81.5	<u> </u>	39.86	41.85	43.94	46.14			
	<u> </u>	3,188.80	3,348.00	3,515.20	3,691.20			
	ř	82,908.80	87,048.00	91,395.20	95,971.20	100,776.00	105,809.60	111,092.80
81.6	Н	40.05	42.05	44.16	46.36	48.68	51.12	53.67
	B	3,204.00	3,364.00	3,532.80	3,708.80		4,089.60	
	<u>-</u> Y	83,304.00	87,464.00	91,852.80	96,428.80			
								,
81.7	Н	40.25	42.26	44.37	46.59	48.92	51.36	53.93
	B	3,220.00	3,380.80	3,549.60	3,727.20	3,913.60	4,108.80	· · · · · · · · · · · · · · · · · · ·
	Y	83,720.00	87,900.80	92,289.60	96,907.20			
81.8	H	40.44	42.46	44.58	46.81	49.15	51.61	54.19
	В	3,235.20	3,396.80	3,566.40	3,744.80	3,932.00	4,128.80	4,335.20
	Y	84,115.20	88,316.80	92,726.40	97,364.80	102,232.00	107,348.80	112,715.20
81.9	Н	40.63	42.67	44.80	47.04	49.39	51.86	54.45
	В	3,250.40	3,413.60	3,584.00	3,763.20	3,951.20	4,148.80	4,356.00
	Y	84,510.40	88,753.60	93,184.00	97,843.20	102,731.20	107,868.80	113,256.00

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RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
82.0	Н	40.83	42.87	45.01	47.26	49.63	52.11	54.71
	В	3,266.40	3,429.60	3,600.80	3,780.80	3,970.40	4,168.80	4,376.80
	Y	84,926.40	89,169.60	93,620.80	98,300.80	103,230.40	108,388.80	113,796.80
82.1	Н	41.03	43.08	45.24	47.50	49.88	52.37	54.99
	В	3,282.40	3,446.40	3,619.20	3,800.00	3,990.40	4,189.60	4,399.20
	Y	85,342.40	89,606.40	94,099.20	98,800.00	103,750.40	108,929.60	114,379.20
82.2	н	41.24	43.30	45.46	47.74	50.12	52.63	55.26
	В	3,299.20	3,464.00	3,636.80	3,819.20	4,009.60	4,210.40	4,420.80
	Y	85,779.20	90,064.00	94,556.80	99,299.20	104,249.60	109,470.40	114,940.80
82.3	Н	41.44	43.51	45.69	47.97	50.37	52.89	55.53
	В	3,315.20	3,480.80	3,655.20	3,837.60	4,029.60	4,231.20	4,442.40
	Y	86,195.20	90,500.80	95,035.20	99,777.60	104,769.60	110,011.20	115,502.40
82.4	Н	41.65	43.73	45.91	48.21	50.62	53.15	55.81
	В	3,332.00	3,498.40	3,672.80	3,856.80	4,049.60	4,252.00	4,464.80
	Y	86,632.00	90,958.40	95,492.80	100,276.80	105,289.60	110,552.00	116,084.80
82.5	н	41.85	43.94	46.14	48.45	50.87	53.41	56.08
	В	3,348.00	3,515.20	3,691.20	3,876.00	4,069.60	4,272.80	4,486.40
	Y	87,048.00	91,395.20	95,971.20	100,776.00	105,809.60	111,092.80	116,646.40
82.6	Н	42.05	44.16	46.36	48.68	51.12	53.67	56.36
	В	3,364.00	3,532.80	3,708.80	3,894.40	4,089.60	4,293.60	4,508.80
	Y	87,464.00	91,852.80	96,428.80	101,254.40	106,329.60	111,633.60	117,228.80
82.7	Н	42.26	44.37	46.59	48.92	51.36	53.93	56.63
	В	3,380.80	3,549.60	3,727.20	3,913.60	4,108.80	4,314.40	4,530.40
	Y	87,900.80	92,289.60	96,907.20		106,828.80		
82.8	Н	42.46	44.58	46.81	49.15	51.61	54.19	56.90
	В	3,396.80	3,566.40	3,744.80	3,932.00	4,128.80	4,335.20	4,552.00
	Y	88,316.80	92,726.40	97,364.80	102,232.00	107,348.80	112,715.20	118,352.00
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82.9	н	42.67	44.80	47.04	49.39	51.86	54.45	57.18
	В	3,413.60	3,584.00	3,763.20	3,951.20	4,148.80	4,356.00	
	Y	88,753.60	93,184.00	97,843.20				

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RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
83.0	Н	42.87	45.01	47.26	49.63	52.11	54.71	57.45
	В	3,429.60	3,600.80	3,780.80	3,970.40	4,168.80	4,376.80	4,596.00
	Y	89,169.60	93,620.80	98,300.80	103,230.40	108,388.80	113,796.80	119,496.00
83.1	Н	43.08	45.24	47.50	49.88	52.37	54.99	57.74
	В	3,446.40	3,619.20	3,800.00	3,990.40	4,189.60	4,399.20	4,619.20
	Y	89,606.40	94,099.20	98,800.00	103,750.40	108,929.60	114,379.20	120,099.20
83.2	<u>H</u>	43.30	45.46	47.74	50.12	52.63	55.26	58.02
	B	3,464.00	3,636.80	3,819.20	4,009.60	4,210.40	4,420.80	4,641.60
	Y	90,064.00	94,556.80	99,299.20	104,249.60	109,470.40	114,940.80	120,681.60
83.3	н	43.51	45.69	47.97	50.37	52.89	55.53	58.31
	В	3,480.80	3,655.20	3,837.60	4,029.60		4,442.40	4,664.80
	 Y	90,500.80	95,035.20	99,777.60			115,502.40	
83.4	Н	43.73	45.91	48.21	50.62	53.15	55.81	58.60
	В	3,498.40	3,672.80	3,856.80	4,049.60	4,252.00	4,464.80	4,688.00
	Y	90,958.40	95,492.80	100,276.80	105,289.60	110,552.00	116,084.80	121,888.00
83.5	<u> </u>	43.94	46.14	48.45	50.87	53.41	56.08	
	B	3,515.20	3,691.20	3,876.00	4,069.60		4,486.40	4,711.20
	Y	91,395.20	95,971.20	100,776.00	105,809.60	111,092.80	116,646.40	122,491.20
83.6	H	44.16	46.36	48.68	51.12	53.67	56.36	59.17
	В	3,532.80	3,708.80		· · · · · · · · · · · · · · · · · · ·		4,508.80	
	Y	91,852.80	96,428.80	i				
83.7	Н	44.37	46.59	48.92	51.36	53.93	56.63	59.46
	В	3,549.60	3,727.20	3,913.60	4,108.80	4,314.40	4,530.40	4,756.80
	Y	92,289.60	96,907.20	101,753.60	106,828.80	112,174.40	117,790.40	123,676.80
83.8	H	44.58	46.81	49.15	51.61	54.19	56.90	59.75
	B	3,566.40	3,744.80	3,932.00	4,128.80	4,335.20	4,552.00	4,780.00
	Y	92,726.40	97,364.80	102,232.00	107,348.80	112,715.20	118,352.00	124,280.00
83.9	Н	44.80	47.04	49.39	51.86	54.45	57.18	60.04
	 	3,584.00	3,763.20	3,951.20		· · · · ·	4,574.40	4,803.20
	<u></u> Р 	93,184.00	97,843.20		4,148.80			

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RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
84.0	н	45.01	47.26	49.63	52.11	54.71	57.45	60.32
	В	3,600.80	3,780.80	3,970.40	4,168.80	4,376.80	4,596.00	4,825.60
	Y	93,620.80	98,300.80	103,230.40	108,388.80	113,796.80	119,496.00	125,465.60
84.1	H	45.24	47.50	49.88	52.37	54.99	57.74	60.62
	В	3,619.20	3,800.00	3,990.40	4,189.60	4,399.20	4,619.20	4,849.60
	Y	94,099.20	98,800.00	103,750.40	108,929.60	114,379.20	120,099.20	126,089.60
				,				
84.2	н	45.46	47.74	50.12	52.63	55.26	58.02	60.9
	В	3,636.80	3,819.20	4,009.60	4,210.40	4,420.80	4,641.60	4,874.4
	Y	94,556.80	99,299.20	104,249.60	109,470.40	114,940.80	120,681.60	126,734.4
84.3	Н	45.69	47.97	50.37	52.89	55.53	58.31	61.2
	В	3,655.20	3,837.60	4,029.60	4,231.20	4,442.40	4,664.80	4,898.4
	Y	95,035.20	99,777.60	104,769.60	110,011.20	115,502.40	121,284.80	127,358.4
84.4	Н	45.91	48.21	50.62	53.15	55.81	58.60	61.5
	В	3,672.80	3,856.80	4,049.60	4,252.00	4,464.80	4,688.00	4,922.4
	Y	95,492.80	100,276.80	105,289.60	110,552.00	116,084.80	121,888.00	127,982.4
84.5	Н	46.14	48.45	50.87	53.41	56.08	58.89	61.8
	В	3,691.20	3,876.00	4,069.60	4,272.80	4,486.40	4,711.20	4,946.4
	Y	95,971.20	100,776.00	105,809.60	111,092.80	116,646.40	122,491.20	128,606.4
84.6	Н	46.36	48.68	51.12	53.67	56.36	59.17	62.1
	В	3,708.80	3,894.40	4,089.60	4,293.60	4,508.80	4,733.60	4,970.4
	Y	96,428.80	101,254.40	106,329.60	111,633.60	117,228.80	123,073.60	129,230.4
84.7	Н	46.59	48.92	51.36	53.93	56.63	59.46	62.4
	В	3,727.20	3,913.60	4,108.80	4,314.40	4,530.40	4,756.80	4,994.4
	Y	96,907.20	101,753.60	106,828.80	112,174.40	117,790.40	123,676.80	129,854.4
84.8	Н	46.81	49.15	51.61	54.19	56.90	59.75	62.7
	В	3,744.80	3,932.00	4,128.80	4,335.20	4,552.00	4,780.00	5,019.2
	Y	97,364.80	102,232.00	107,348.80	112,715.20	118,352.00	124,280.00	
84.9	Н	47.04	49.39	51.86	54.45	57.18	60.04	63.0
	В	3,763.20	3,951.20		4,356.00	4,574.40	4,803.20	5,043.2
	Y	97,843.20	102,731.20					

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RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
85.0	Н	47.26	49.63	52.11	54.71	57.45	60.32	63.34
	В	3,780.80	3,970.40	4,168.80	4,376.80	4,596.00	4,825.60	5,067.20
	Y	98,300.80	103,230.40	108,388.80	113,796.80	119,496.00	125,465.60	131,747.20
85.1	н	47.50	49.88	52.37	54.99	57.74	60.62	63.66
	В	3,800.00	3,990.40	4,189.60	4,399.20	4,619.20	4,849.60	5,092.80
	Y	98,800.00	103,750.40	108,929.60	114,379.20	120,099.20	126,089.60	132,412.80
			· · · · · · · · · · · · · · · · · · ·	<u> </u>				
85.2	н	47.74	50.12	52.63	55.26	58.02	60.93	63.97
	В	3,819.20	4,009.60	4,210.40	4,420.80	4,641.60	4,874.40	5,117.60
	Y	99,299.20	104,249.60	109,470.40	114,940.80	120,681.60	126,734.40	133,057.60
						_		
85.3	<u> </u>	47.97	50.37	52.89	55.53	58.31	61.23	64.29
	В	3,837.60					4,898.40	
	Υ	99,777.60	104,769.60	110,011.20	115,502.40	121,284.80	127,358.40	133,723.20
85.4	<u> </u>	48.21	50.62	53.15	55.81	58.60		64.61
	В	3,856.80	· · · · · · · · · · · · · · · · · · ·		4,464.80	4,688.00	4,922.40	5,168.80
	Y	100,276.80	105,289.60	110,552.00	116,084.80	121,888.00	127,982.40	134,388.80
					,			
85.5	<u> </u>	48.45	50.87	53.41	56.08	58.89		
	В	3,876.00			4,486.40	4,711.20		
	Y	100,776.00	105,809.60	111,092.80	116,646.40	122,491.20	128,606.40	135,033.60
85.6	<u> </u>	48.68	51.12	53.67	56.36	59.17	62.13	
	B	3,894.40	· · · · · · · · · · · · · · · · · · ·		-	4,733.60	4,970.40	
	Y	101,254.40	106,329.60	111,633.60	117,228.80	123,073.60	129,230.40	135,699.20
85.7	H	48.92	51.36	· · · · · · · · · · · · · · · · · · ·	56.63	59.46		65.56
	B	3,913.60						
	Y	101,753.60	106,828.80	112,174.40	117,790.40	123,676.80	129,854.40	136,364.80
85.8	н	49.15	51.61	54.19		59.75		-65.87
·	B	3,932.00			· · · - ·	4,780.00	5,019.20	
	Y	102,232.00	107,348.80	112,715.20	118,352.00	124,280.00	130,499.20	137,009.60
		_						
85.9	<u> </u>	49.39	51.86	54.45	57.18		63.04	66.19
	B	3,951.20	4,148.80					
	<u>Y</u>	102,731.20	107,868.80	113,256.00	118,934.40	124,883.20	131,123.20	137,675.20

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RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
86.0	Н	49.63	52.11	54.71	57.45	60.32	63.34	66.51
	B	3,970.40	4,168.80	4,376.80	4,596.00	4,825.60	5,067.20	5,320.80
	Y	103,230.40	108,388.80	113,796.80	119,496.00	125,465.60	131,747.20	138,340.80
86.1	н	49.88	52.37	54.99	57.74	60.62	63.66	66.84
	В	3,990.40	4,189.60	4,399.20	4,619.20	4,849.60	5,092.80	5,347.20
	Y	103,750.40	108,929.60	114,379.20	120,099.20	126,089.60	132,412.80	139,027.20
86.2	H	50.12				60.93	63.97	67.17
	В	4,009.60	. <u></u>				5,117.60	5,373.60
	Y	104,249.60	109,470.40	114,940.80	120,681.60	126,734.40	133,057.60	139,713.60
86.3	Н	50.37	52.89	55.53	58.31	61.23	64.29	67.50
	B	4,029.60						5,400.00
	Y		110,011.20			· · · · · · · · · · · · · · · · · · ·		140,400.00
	· ·							,
86.4	Н	50.62	53.15	55.81	58.60	61.53	64.61	67.84
	В	4,049.60	4,252.00	4,464.80	4,688.00	4,922.40	5,168.80	5,427.20
	Y	105,289.60	110,552.00	116,084.80	121,888.00	127,982.40	134,388.80	141,107.20
					·			
86.5	<u> </u>	50.87			· · · · · · · · · · · · · · · · · · ·		64.92	68.17
	B	4,069.60						5,453.60
	<u>Y</u>	105,809.60	111,092.80	116,646.40	122,491.20	128,606.40	135,033.60	141,793.60
86.6	H	51.12	53.67	56.36	59.17	62.13	65.24	68.50
	B	4,089.60						5,480.00
	Y		111,633.60		· · · · · · · · · · · · · · · · · · ·			142,480.00
	· . <u>-</u>				,		·····	· · · -
86.7	Н	51.36	53.93	56.63	59.46	62.43	65.56	68.83
	В	4,108.80	. 4,314.40	4,530.40	4,756.80	4,994.40	5,244.80	5,506.40
	Y	106,828.80	112,174.40	117,790.40	123,676.80	129,854.40		143,166.40
							· · · · · · · · · · · · · · · · · · ·	
86.8	<u> </u>	51.61	54.19				65.87	69.17
	B	4,128.80				5,019.20		5,533.60
	Y	107,348.80	112,715.20	118,352.00	124,280.00	130,499.20	137,009.60	143,873.60
86.9	H	51.86	54.45	57.18	60.04	63.04	66.19	69.50
	 	4,148.80	·				5,295.20	5,560.00
	<u>-</u>		113,256.00					144,560.00

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RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
87.0	H	52.11	54.71	57.45	60.32	63.34	66.51	69.83
	B	4,168.80		4,596.00		5,067.20	5,320.80	5,586.40
	Y	108,388.80	113,796.80	119,496.00	125,465.60	131,747.20	138,340.80	145,246.40
87.1	Н	52.37	54.99	57.74	60.62	63.66	66.84	70.18
	B	4,189.60	4,399.20	4,619.20	4,849.60	5,092.80	5,347.20	5,614.40
	Y	108,929.60	114,379.20	120,099.20	126,089.60	132,412.80	139,027.20	145,974.40
87.2	<u> </u>	52.63	55.26	58.02	60.93	63.97	67.17	70.53
	В	4,210.40	4,420.80	4,641.60	4,874.40	5,117.60	5,373.60	5,642.40
	Y	109,470.40	114,940.80	120,681.60	126,734.40	133,057.60	139,713.60	146,702.40
87.3	Н	52.89	55.53	58.31	61.23	64.29	67.50	70.88
	В	4,231.20	4,442.40	4,664.80	4,898.40	5,143.20	5,400.00	5,670.40
	Y	110,011.20	115,502.40	121,284.80	127,358.40	133,723.20	140,400.00	147,430.40
87.4	Н	53.15	55.81	58.60	61.53	64.61	67.84	71.23
	В	4,252.00	4,464.80	4,688.00	4,922.40	5,168.80	5,427.20	5,698.40
	Y	110,552.00	116,084.80	121,888.00	127,982.40	134,388.80	141,107.20	148,158.40
87.5	Н	53.41	56.08	58.89	61.83	64.92	68.17	71.58
	В	4,272.80	4,486.40	4,711.20	4,946.40	5,193.60	5,453.60	5,726.40
	Y	111,092.80	116,646.40	122,491.20	128,606.40	135,033.60	141,793.60	148,886.4
87.6	Н	53.67	56.36	59.17	62.13	65.24	68.50	71.9
	В	4,293.60	4,508.80	4,733.60	4,970.40	5,219.20	5,480.00	5,754.40
	Y	111,633.60	117,228.80	123,073.60	129,230.40	135,699.20	142,480.00	149,614.40
87.7	н	53.93	56.63	59.46	62.43	65.56	68.83	72.2
	B	4,314.40						
	Y	112,174.40						
						·····	,	, , , , , , , , , , , , , , , , , , , ,
87.8	Н	54.19	56.90	59.75	62.74	65.87	69.17	72.6
	В	4,335.20		4,780.00		5,269.60	5,533.60	5,809.6
	<u>-</u> Y	112,715.20		124,280.00		137,009.60	143,873.60	
	•	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		,_00.00			. 10,070.00	
87.9	н.	54.45	57.18	60.04	63.04	66.19	69.50	72.9
	 B	4,356.00		4,803.20	5,043.20		5,560.00	5,837.6
	Y	113,256.00	· · · · · · · · · · · · · · · · · · ·			137,675.20		

SAN DIEGO UNIFIED PORT DISTRICT SALARY SCHEDULE BY RANGE AND STEP FOR ALL STEP PEACE OFFICERS

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SAN DIEGO UNIFIED PORT DISTRICT SALARY SCHEDULE BY RANGE AND STEP FOR PEACE OFFICERS

Range		Step A	Step B	Step C	Step D	Step E	F-Step 15 Year Experience Pay	G-Step 19 Year Experience Pay
90.0	н	35.54	37.35	39.18	41.15	43.20	45.36	47.64
	В	2,843.20	2,988.00	3,134.40	3,292.00	3,456.00	3,628.80	3,811.20
	Y	73,923.20	77,688.00	81,494.40	85,592.00	89,856.00	94,348.80	99,091.20
91.0	Н	39.03	40.98	43.03	45.19	47.43	49.82	52.31
	В	3,122.40	3,278.40	3,442.40	3,615.20	3,794.40	3,985.60	4,184.80
	Y	81,182.40	85,238.40	89,502.40	93,995.20	98,654.40	103,625.60	108,804.80
92.0	н	43.74	45.94	48.25	50.65	53.19	55.83	58.62
	В	3,499.20	3,675.20	3,860.00	4,052.00	4,255.20	4,466.40	4,689.60
	Y	90,979.20	95,555.20	100,360.00	105,352.00	110,635.20	116,126.40	121,929.60
93.0	н	53.51	56.19	59.00	61.95	65.04	68.29	71.70
	В	4,280.80	4,495.20	4,720.00	4,956.00	5,203.20	5,463.20	5,736.00
• ———	Y	111,300.80	116,875.20	122,720.00	128,856.00	135,283.20	142,043.20	149,136.00

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16/17 Salary Ordinance 2868

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San Diego Unified Port Disrict Document Na. 65657 Filed SEP 3.0 MM Office of the District Clerk

Administrative Procedure #128-260

(13)

Grievance Procedure Applicable to Permanent Employees in the Classified Service

1. Procedure Objective:

The San Diego Unified Port District (District) desires to make every reasonable effort to resolve applicable complaints as near as possible to the point of origin. This procedure outlines the steps an Employee must take to first, determine if their complaint qualifies under the definition of a grievance, and second, how to file a grievance.

2. Department(s) Affected (Stakeholders):

All Departments

Eligibility to File a Grievance – Any classified Employee who is personally affected by an act or omission that occurred related to a policy, rule or provision of a current Memorandum of Understanding (MOU) that occurred or of which the employee reasonably became aware of no more than fourteen (14) calendar days prior to the initiation of the grievance, provided that the act or omission falls within the definition of "grievance" as described below.

3. Definition of "Grievance":

Subject to the exclusions listed in section 4 of this Procedure, a "grievance" is defined as any dispute that:

- a. Is job-related;
- b. Is wholly or partially within the province of the District to rectify or remedy,
- c. Concerns terms and conditions of employment;
- d. Involves the interpretation, application, or alleged violation of these Policies or a current MOU between the District and a recognized Employee organization representing District employees; AND

Exhibit "C"

e. Is not subject to any other District dispute resolution process or procedure that is provided by statute, ordinance, resolution or agreement.

4. Exclusion from the Grievance Procedure:

The following are excluded from the definition of "grievance":

- a. Requests for changes in wages, hours, or working conditions, including any impasse or dispute in the meet and confer process or matter within the scope of representation;
- Requests for changes in the content of Employee evaluations or performance reviews, oral or written warnings, reprimands or counseling memos;
- c. Challenges to the decision to reclassify, layoff, transfer, deny reinstatement, or deny a step or merit increase;
- d. Challenges to any disciplinary action; and
- e. Challenges to examinations or the appointment to positions.

5. Grievance Procedure:

The grievance procedure has the following steps:

- a. <u>Step 1: Supervisor</u>. Within fourteen (14) calendar days of the occurrence of the act(s) constituting the grievance, an Employee shall complete the Grievance Form attached to this procedure and submit it to his/her supervisor. The written grievance must identify all of the following:
 - Fully describe how the Employee is/was adversely affected by a specific act or omission which gave rise to the alleged violation, misinterpretation, or misapplication;
 - Identify the specific provision of District policy, rule, or an applicable MOU was allegedly violated, misinterpreted, or misapplied;
 - (3) The date or dates on which the violation, misinterpretation, or misapplication allegedly occurred;
 - (4) The documents, witnesses or other evidence that support the grievance;
 - (5) The desired solution or remedy;

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- (6) The signature and identification of the Employee; and
- (7) The person, if any, the Employee has chosen to be his/her representative.

No grievance will be accepted for processing until all of the information listed above is provided.

Within fourteen (14) calendar days after the Employee provides all of the information listed in Section 5 A. above, the Employee's immediate supervisor shall schedule a meeting with the Employee to resolve the grievance. The immediate supervisor, in consultation with Human Resources, shall provide the Employee with a written response within fourteen (14) calendar days after receipt of the written grievance, or the meeting, whichever occurs later.

If the Employee agrees with the proposed resolution, the grievance shall be deemed resolved and sent to Human Resources for filing. If the Employee disagrees with the proposed resolution, he/she must submit the Grievance Form to the Appointing Authority within fourteen (14) calendar days of receipt of the proposed resolution for further review as set forth below

b. <u>Step 2: Appointing Authority</u>. Any grievance not resolved at Step 1 may be submitted in writing to the Appointing Authority no later than fourteen (14) calendar days after the date of the immediate supervisor's written response. The Employee shall provide the Appointing Authority with a copy of the Step 1 response. Within fourteen (14) calendar days thereafter, the Appointing Authority will schedule a meeting with the Employee for the purpose of giving the parties the opportunity to resolve the grievance. The Appointing Authority, in consultation with Human Resources, shall provide the Employee a written response within fourteen (14) calendar days after receipt of the written grievance, or the meeting, whichever occurs later.

If the Employee agrees with the proposed resolution, the grievance shall be deemed resolved and sent to Human Resources for filing. If the Employee disagrees with the proposed resolution, he/she must submit the Grievance Form to the Vice President within fourteen (14) calendar days of receipt of the proposed resolution for further review as set forth below.

c. <u>Step 3: Vice President</u>. Any grievance not resolved at Step 2 may be submitted in writing to the Vice President no later than fourteen (14) calendar days of receipt of the Supervisor's response to determine if they can resolve the issue. The Employee shall provide the Vice President with copies of the Step 1 and 2 responses. Within fourteen (14) calendar days thereafter, the Vice President shall schedule a meeting with the Employee to discuss the matter and seek resolution. After consideration of the facts, and in consultation with Human Resources, the Vice President shall provide the Employee a written response within fourteen (14) calendar days after receipt of the written grievance, or the meeting, whichever occurs later.

If the Employee agrees with the proposed resolution, the grievance shall be deemed resolved and sent to Human Resources for filing. If the Employee disagrees with the proposed resolution, he/she must submit the grievance Form to Human Resources within fourteen (14) calendar days of receipt of the proposed resolution to proceed to Arbitration.

- d. <u>Step 4: Arbitration</u>. If the Employee and the District fail to resolve the dispute through the previous steps, the Employee may submit the Grievance Form to Human Resources within fourteen (14) calendar days after the receipt of the proposed resolution from the Vice President to request Arbitration.
 - (1) The District shall request a panel of seven (7) arbitrators from the California State Conciliation Service or other mutually agreed upon source within five (5) working days of receiving such a request. The arbitrator shall be selected to hear the grievance by alternately striking names from such a panel beginning with the aggrieved employee.
 - (2) The arbitrator shall issue subpoenas to compel the attendance of witnesses if necessary at the request of either party.
 - (3) The hearing may be recorded by a court reporter or voice recorder as agreed by the parties. Expenses for such recording shall be borne equally by the District and the employee; provided however, that each party shall be responsible for any specialized or extraordinary services they might individually request.
 - (4) In rendering a decision, the Arbitrator shall be limited to the express terms of the Rule, Policy or MOU provision and shall not have the power to modify, amend, or delete any terms or provisions of the Rule, Policy or MOU provision at issue. Failure of either party to insist upon compliance with any provision of the Rule, Policy or MOU provisions at issue at any given time or times under any given sets of circumstances shall not operate to waive or modify such Rule, Policy or MOU provision, or in any manner whatsoever to render it unenforceable as to any other time or times or as to any other occurrence or occurrences, whether or not the circumstances

are the same. The decision of the Arbitrator shall be final and binding on the parties.

6. Settlement of Grievance:

Any grievance will be deemed settled when it is not appealed to the next step within the specified time limit, unless an extension of time to a definite date has been mutually agreed upon in writing. Any grievance that the Employee fails to timely move to the next step shall be deemed resolved on the basis of the last disposition

7. Representation:

An Employee may have a representative of his/her choice present at all stages of the grievance procedure, except that no Employee may be represented by an Employee he or she supervises, and no Employee may be represented by his/her supervisor or Appointing Authority. If the Employee's representative is a fellow Employee, the representative Employee shall receive time off from his/her regular work assignment for the time of the grievance meeting or hearing plus reasonable travel time. Fortyeight (48) hours prior to the grievance meeting, the Employee shall inform his/her immediate supervisor, Appointing Authority or Executive Vice President whether he or she has secured representative for the grievance meeting and the representative's identity.

8. No Retaliation:

No Employee shall be penalized for utilizing any provision of this procedure.

9. Withdrawal:

An Employee may withdraw any grievance at any time, without prejudice, by giving written notice to the District representative who last took action on the grievance, and by providing a copy of the notice to the Human Resources Department.

10. Resubmission:

Upon consent of the person hearing the grievance and the Employee, a grievance may be resubmitted to a lower step in the grievance procedure for reconsideration.

11. Miscellaneous:

If an Employee is given an order that he or she wishes to grieve, the employee must first comply with the order and file a grievance later, unless the Employee reasonably believes that the assignment endangers the health or safety of the Employee or others or if the Employee reasonably believes that the requested assignment violates the Employee's constitutional rights or any applicable law.

12. Delegation:

The Vice President may delegate non-involved Appointing Authorities or other management-level Employees to act on his/her behalf in this process. Any findings and/or recommendations rendered by a delegate shall be advisory to the Vice President, whose ultimate decision will be final and binding.

13. Related Documents:

Grievance Form Applicable to Permanent Employees in the Classified Service (attached at end of procedure).

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14. Document Information:

Created On:	March 1999
Responsible Dept.:	Human Resources
Used by:	All District Staff
Biennial Review: (Assigned by ODC)	January even year(s)

15. Document History:

Date of Update	Editor	Change(s) Made	Previous DOCS #
03/99	Bruce Hollingsworth (Approver)	Subsequently document has been approved with every Memorandum of Understanding between San Diego Unified Port District and the San Diego Harbor Police Officers Association	
03/28/08	Karen Porteous	Formatting	173116 v1
09/08/15	Michelle Corbin	Updated language and position titles; reformatted form	173116
09/20/16	Nydia Salas	Reviewed updates made for procedure and form.	173116

APPROVED (Director):

Michelle Corbin Director, Human Resources

Date

APPROVED (CEO, CFO, VP, AVP):

Kar FIRE?

Karen G. Porteous Executive Vice President

7/28/2016 Date

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Administrative Procedure #128-260 – Grievance Procedure Applicable to Permanent Employees in the Classified Service (Rev. 9/20/2016) Page 7 of 13

SAN DIEGO UNIFIED PORT DISTRICT Grievance Form Applicable to Permanent Employees in the Classified Service

Employee:	Department:
Job Title:	Supervisor:
Contact Phone:	Date:

District Personnel Rule or Regulation, District or Harbor Police Department Policy or Section(s) of current Memorandum of Understanding (MOU) you believe was/were violated:

Step	o 1: The issue I am grieving is:
	Job-related
	Within the District's ability to rectify or remedy
	Concerns one or more terms or conditions of employment
	Involves the interpretation, application, or alleged violation of the Personnel Rules, Administrative Policies or a current MOU between the District and a recognized employee organization representing District employees
	Not subject to any other District dispute resolution process or procedure provided by statute, ordinance, resolution or agreement
Con	ou CANNOT check all of the above criteria, this issue is not grievable. tact Human Resources for additional information. If you checked all of the ve, proceed to Step 2 for further information concerning grievable matters.

Step 2: The following matters are not grievable. If your issue is regarding one of these items, please contact your supervisor, Appointing Authority or Human Resources for additional information. Otherwise, proceed to Step 3.

- A request for changes in wages, hours, or working conditions;
- A request for changes in the content of employee evaluations or performance reviews, oral or written warnings, reprimands or counseling memos;
- A challenge to the decision to reclass, layoff, transfer, deny reinstatement, or deny a step or merit increase to an employee;
- A challenge to any disciplinary action;
- A challenge to promotional examinations or the appointment to a position.

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Step 3: Please explain in your own words your Grievance and how it adversely affects you. If you require additional space, please use additional pages as necessary to completely describe your concerns and attach to this form.

Step 4: When did the incident(s) occur that you are grieving?

Step 5: What documents, witnesses or other evidence support your grievance?

Step 6: What is the desired solution or remedy you seek?

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Submit your completed and signed Grievance Form to your Supervisor within fourteen (14) calendar days of the date the incident(s) occurred or when you became reasonably aware of the incident(s).

Employee Signature Date Step 7: Supervisor Review Did the Employee submit the Grievance Form within fourteen (14) calendar days of the date the incident(s) occurred or the Employee reasonably became aware of the incident(s)? Yes No If "Yes," the Supervisor will review the Grievance Form and will meet with the Employee within fourteen (14) calendar days of the receipt of this Grievance Form to determine if they are able to resolve the issue. Thereafter, the Supervisor will, in consultation with Human Resources, provide a written response to the Employee within fourteen (14) calendar days of the date of the meeting between the Employee and Supervisor and attach his or her response to this form if there is not enough space below. A copy of the response will be sent to Human Resources for filing. If "No," the Supervisor will, in consultation with Human Resources provide written notification to the Employee that the Grievance is untimely and the matter will be closed. Supervisor Response: Supervisor Signature:__ Employee accepts resolution: _____ Yes ____ No Employee Signature: If Employee agrees with the proposed resolution, the Grievance shall be deemed resolved and sent to Human Resources for filing. If the Employee disagrees with the proposed resolution, he/she must submit the Grievance Form to the Appointing Authority within fourteen (14) calendar days of receipt of the proposed

resolution for further review as set forth below.

Administrative Procedure #128-260 – Grievance Procedure Applicable to Permanent Employees in the Classified Service (Rev. 9/20/2016) Page 10 of 13

Step 8: Appointing Authority Review

Did the Employee submit the Grievance Form within fourteen (14) calendar days of receiving the supervisor's response? _____ Yes _____ No

If "Yes," the Appointing Authority will review the Grievance Form and will meet with the Employee within fourteen (14) calendar days of receipt of the Supervisor's response to determine if they can resolve the issue. The Appointing Authority will, in consultation with Human Resources, provide a written response to the Employee within fourteen (14) calendar days of the date of the meeting between the Employee and Appointing Authority and attach the response to this document if there is not enough space below. A copy of the response will be sent to Human Resources for filing.

If "No," the Appointing Authority will, in consultation with Human Resources, provide written notification to the employee that the Grievance is untimely and the matter will be closed.

Appointing Authority Response:

Appointing Authority Signature:

Employee accepts resolution: _____ Yes _____ No

Employee Signature:

If Employee agrees with resolution, the Grievance shall be deemed resolved and sent to Human Resources for filing. If the Employee disagrees with the proposed resolution, he/she must submit the Grievance Form to the Vice President in his/her division within fourteen (14) calendar days of receipt of the proposed resolution for further review.

Administrative Procedure #128-260 – Grievance Procedure Applicable to Permanent Employees in the Classified Service (Rev. 9/20/2016) Page 11 of 13

Step 9: Vice President Review

Did Employee submit the Grievance Form within fourteen (14) calendar days of receiving the Appointing Authority response? _____ Yes _____ No

If "Yes", the Vice President will review the Grievance Form and shall meet with the Employee within fourteen (14) calendar days of receipt of the Grievance Form to determine if they can resolve the issue. The Vice President will, in consultation with Human Resources, provide a written response to the Employee within fourteen (14) calendar days of the date of the meeting between the Employee and Vice President and attach the response to this document if there is not enough space below. A copy of the response will be sent to Human Resources for filing.

If "No," the Vice President will, in consultation with Human Resources, provide written notification to the employee that the deadline for filing the Grievance has passed and the issue is closed.

Vice President Response:

Vice President Signature:

Employee accepts resolution: _____ yes _____ no

Employee Signature:

If Employee agrees with the proposed resolution, the Grievance shall be deemed resolved and sent to Human Resources for filing. If the Employee disagrees with the proposed resolution, he/she must submit the Grievance Form to Human Resources within fourteen (14) calendar days after receipt of the proposed resolution to request Arbitration.

Administrative Procedure #128-260 – Grievance Procedure Applicable to Permanent Employees in the Classified Service (Rev. 9/20/2016) Page 12 of 13 Step 10: Arbitration

To be completed by Human Resources: did the Employee submit the Grievance Form and a written request for Arbitration within fourteen (14) calendar days of receiving the Vice President's response? Yes____No

If "Yes," Human Resources shall cause the following process to occur:

a. A panel of seven (7) arbitrators from the California State Conciliation Service or other mutually agreed upon source shall be requested within five (5) working days of receiving the Employee's request for Arbitration. The Arbitrator shall be selected to hear the grievance by alternately striking names from the panel beginning with the Employee.

b. The Arbitrator shall issue subpoenas to compel the attendance of witnesses if necessary at the request of either party.

c. The hearing may be recorded by a court reporter or voice recorder as agreed by the parties. Expenses for such recording shall be paid equally by the District and the Employee; provided however, that each party shall be solely responsible for any specialized or extraordinary services individually requested.

d. In rendering a decision, the Arbitrator shall be limited to the express terms of the Rule, Policy or MOU provision and shall not have the power to modify, amend, or delete any terms or provisions of the Rule, Policy or MOU provision at issue. Failure of either party to insist upon compliance with any provision of the Rule, Policy or MOU provisions at issue at any given time or times under any given sets of circumstances shall not operate to waive or modify such Rule, Policy or MOU provision, or in any manner whatsoever to render it unenforceable as to any other time or times or as to any other occurrence or occurrences, whether or not the circumstances are the same. The decision of the Arbitrator shall be final and binding on the parties.

If "No," Human Resources will provide written notification to the Employee that the Grievance is untimely and the matter will be closed.

Administrative Procedure #128-260 – Grievance Procedure Applicable to Permanent Employees in the Classified Service (Rev. 9/20/2016) Page 13 of 13

Exhibit "D"

COMMUNITY SERVICE OFFICER AND COMMUNITY SERVICE OFFICER SUPERVISOR UNIFORM ALLOWANCE

Group A contains items of the uniform that are provided because of safety or necessity by the District to each Traffic Enforcement Officer (TEO). Items in Group B are those parts of the uniform that the individual is responsible for purchasing.

Group A

- 1. Rain Coat
- 2. Rubber Boots
- 3. Rain Bibs
- 4. Hats/Caps
- 5. Duty Belt
- 6. Keepers
- 7. Autocite Holder
- 8. Radio Holder
- 9. Flashlight Holder
- 10. Flashlight
- 11. Safety Vests
- 12. Badge
- 13. Shoulder Patches
- 14. Cell Phone Holder

Group B

- 1. Shirts Short Sleeve
- 2. Shirts Long Sleeve
- 3. Uniform Name Tags
- 4. Trousers
- 5. Shorts
- 6. Uniform Shoes (including repairs)
- 7. Uniform Work Boots (including insoles)
- 8. Uniform Neck Tie
- 9. Uniform Jacket
- 10. Uniform Work Gloves (Leather)
- 11. Uniform Alterations
- 12. Trouser Belt
- 13. Uniform Whistle

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Exhibit "E"

J.

Teamsters Membership as of October 1, 2008

Pers.No.	Last name	First name	10/1/2008 Job Title	10/1/2008 Department
4369	ADKINS	ROBERT	Maintenance Worker II	General Services
4631	ALCALA	ROBERT	Electrician	General Services
5394	ALLEN	BRYAN	Maintenance Worker I	General Services
4121	ALVAREZ	FRANCISCO	Lead Plumber	General Services
1891	AMBROSE	ANTHONY	Gardener I	General Services
4456	ANDERSON	GARY	Custodian	General Services
3561	ANDERSON	PHILIP	Lead Carpenter	General Services
5117	AQUINO	NOEMI	Maintenance Planner/Inspector	Engineering & Construction
4036	ARBERRY	JESSIE	Maintenance Worker I	General Services
4379	ASHURST	ROLAND	Fleet Maintenance Technician	General Services
3644	AVILA	ROBERT	Maintenance Worker II	General Services
3077	BAILEY	EARL	Traffic Enforcement Supervisor	Maritime Operations & Properties
3362	BALDWIN	WILLIAM	Wharfinger	Maritime Operations & Properties
5439	BANKHEAD	BILLY	Gardener I	General Services
4644	BARGO	BRION	Marine Terminal Supervisor	Maritime Operations & Properties
3343	BEHNING	CRAIG	Maintenance Supervisor	General Services
5018	BELLO	JULIO	Maintenance Worker II	General Services
5438	BENNETT	CHRIS	Gardener I	General Services
4415	BLAKE	SUSAN	Public Safety Dispatcher	Harbor Police Department
3699	BOGART	DOUGLAS	Public Safety Dispatcher	Harbor Police Department
5270	BROWN	PETER	Traffic Enforcement Officer	Maritime Operations & Properties
2388	BUDDHU	PETE	Maintenance Supervisor	General Services
4638	BURNS	DAVID	Wharfinger	Maritime Operations & Properties
5026	CALLENDER	ТІМОТНҮ	Marine Mechanic	General Services
1413	CANNON	STEPHEN	Maintenance Mechanic	General Services
4483	CARRILLO	DAVID	Maintenance Planner/Inspector	General Services
4038	CASTILLO	AMADO	Plumber	General Services
	CENTENO	BENJAMIN	Electrician	General Services
5045		IOHN	Maintenance Planner/Inspector	General Services
	СОМВІТЕ	GEORGE	Maintenance Worker II	General Services
	CORONA	MARTIN	Equipment Operator	General Services
	CORREIA	DARREN	Wharfinger	Maritime Operations & Properties
	CORTEZ	ABELARDO	Maintenance Worker I	General Services
	CRAVO	JOSE	Lead Gardener	General Services
	CUMBERBATCH	CELINA	Gardener I	General Services
	CUMMINGS	BRUCE	Marine Terminal Supervisor	Maritime Operations & Properties
	DAME	DANIEL	Custodian	General Services
	DECKER	MICHAEL	Maintenance Worker II	General Services
	DELGADO	MANUEL	Maintenance Worker I	General Services
	DESAGUN	JACQUELINE	Public Safety Dispatcher	Harbor Police Department
	DIAMOND	MATTHEW	Public Safety Dispatcher	Harbor Police Department
	DILLAHUNT	JOHN	Senior Marine Mechanic	General Services
	DREWNOWSKI	JESSICA	Marine Terminal Supervisor	Maritime Operations & Properties
	EARNER	MARGARET	•	
			Lead Public Safety Dispatcher	Harbor Police Department
	FAIRCHILD	JAMES	Gardener I	General Services
	FEAREY FIDEL	AIMEE IAN VERGEL	Public Safety Dispatcher Wharfinger	Harbor Police Department Maritime Operations & Properties
F 4 4 7			INVDATINGET	INVISITING UNARSTIONS & Properties

Pers.No.	: Last name	First name	10/1/2008 Job Title	10/1/2008 Department
3683	GARCIA	MARIO	Lead Maintenance Worker	General Services
5398	GARDEA	JESUS	Custodian	General Services
5323	GERRITSEN	PAUL	Plumber	General Services
4528	GOGUEN	KENNETH	Wharfinger	Maritime Operations & Properties
5364	GOMEZ	FRANCISCO	Traffic Enforcement Officer	Maritime Operations & Properties
3671	GOMEZ	FRANK	Fleet Maintenance Technician	General Services
5200	GONZALEZ	GABRIEL	Gardener I	General Services
3693	GREGORIO	RENNIE	Police Records Supervisor	Harbor Police Department
4043	GUTIERREZ	ISAAC	Wharfinger	Maritime Operations & Properties
3642	GUTIERREZ	ISAAC	Wharfinger	Maritime Operations & Properties
5442	GUZMAN	JAIME	Maintenance Worker I	General Services
5153	HAHN	THOMAS	Maintenance Worker II	General Services
2256	HALGAT	ЛОНИ	Carpenter	General Services
2178	HANSEN	ROBERT	Maintenance Worker II	General Services
5390	HARMER	IAN	Maintenance Worker I	General Services
2853	HARRINGTON	WALTER	Maintenance Worker II	General Services
4159	HASTINGS	MICHAEL	Maintenance Mechanic	General Services
4474	HEERSEMA	ROBERT	Wharfinger	Maritime Operations & Properties
3842	HENNINGS	BEVERLY	Lead Public Safety Dispatcher	Harbor Police Department
5283	INIGUEZ	ANDRES	Maintenance Worker I	General Services
3256	IVEY	MARK	Lead Gardener	General Services
2396	JACKSON	JAMES	Lead Maintenance Worker	General Services
4074	JONES	DONALD	Lead Gardener	General Services
3604	JONES	HARRY	Wharfinger	Maritime Operations & Properties
1682	JONES	ЈОНИ	Senior Equipment Operator	General Services
5003	JUDD	THOMAS	Maintenance Worker I	General Services
3167	JUNGKURTH	ROY	Maintenance Worker I	General Services
3387	КАМРЕ	ЈОНИ	Maintenance Supervisor	General Services
3329	KERN	ROBERT	Electrician	General Services
5285	LAMBERT	DUANE	Electrician	General Services
3702	LEARD	ROBERT	Lead Public Safety Dispatcher	Harbor Police Department
3245	LEES	JEFFERY	Lead Gardener	General Services
5052	LEMONS	JEROME	Maintenance Worker I	General Services
4178	LEMUS	ENRIQUE	Electrician	General Services
3257	LEWIS	SCOTT	Fleet Maintenance Technician	General Services
5308	LINK	KYLE	Wharfinger	Maritime Operations & Properties
5272	LOCKWOOD	RHONDA	Public Safety Dispatcher	Harbor Police Department
4021	LOPEZ	MARTIN	Maintenance Worker II	General Services
4391	LUCERO	RONNIE	Electrician	General Services
3377	LUKICH	DONALD	Equipment Operator	General Services
5314	LUNDSTEDT	HEATHER	Public Safety Dispatcher	Harbor Police Department
3754	MACNABB II	ALAN	Lead Maintenance Mechanic	General Services
5040	MAHAFFEY	SHAWN	Traffic Enforcement Officer	Maritime Operations & Properties
5441	MARKS	DONNIE	Painter	General Services
5111	MARQUEZ	ALONSO	Lighting Technician	General Services
3486	MARTINEZ	THOMAS	Maintenance Worker I	General Services
3586	MCDANIEL	MARTIN	Gardener I	General Services
3697	MCNANEY	DENNIS	Lead Electrician	General Services
4055	MCPHILLIPS	PATRICK	Maintenance Worker II	General Services
3652	MESHACK	ERNEST	Locksmith	General Services
5046	MEZA	JOSEPH	Maintenance Worker I	General Services

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	MIRANDA	GEORGE	10/1/2008 Job Title Maintenance Worker II	General Services
	MOODY	TYRONE	Wharfinger	Maritime Operations & Properties
	MORENO	LUIS	Painter	General Services
	MORISON	PAUL	Lead Gardener	General Services
	MOYA	STEVEN	Lead Maintenance Worker	General Services
	O'BRYANT	DAVID	Lead Public Safety Dispatcher	Harbor Police Department
	OLOWU	AKINMOLA	Custodian	General Services
	OSUNA	JORGE	Gardener I	General Services
	PEDRAZA	SANTOS	Maintenance Worker I	General Services
	PETRIE	DALTON	Maintenance Worker I	General Services
	PLANCARTE	LUIS		Maritime Operations & Properties
	PLEASANT	DONELL	Wharfinger Lead Painter	General Services
	QUIMPO	CHRISTIAN		Treasurer's Office
			Parking Meter Repair/Collector	
	RICHARD	DEREK	Traffic Enforcement Officer	Maritime Operations & Properties
4552		RUBEN	Gardener I Maintenance Worker I	General Services General Services
	RINCON	HECTOR	Maintenance Worker I	General Services
	ROBISON	DALE	Equipment Operator	<u> </u>
	ROBLES	JESUS	Parking Meter Repair/Collector	Treasurer's Office
	ROBLES	JOSE	Maintenance Worker II	General Services
···· ··· ··· ···	RODRIGUEZ	ROBERTO	Maintenance Worker I	General Services
5287		GABRIEL	Lead Fleet Maintenance Technician	General Services
	SALAS	ROBERT	Maintenance Worker I	General Services
	SAMPANG	JAMES	Maintenance Worker I	General Services
	SANDOVAL	ANTONIO	Maintenance Worker I	General Services
	SANTOS	MARIA	Wharfinger	Maritime Operations & Properties
	SCANNELL	ESTHER	Maintenance Planner/Inspector	General Services
	SILVA	MICHAEL	Electrician	General Services
	SMITH-POMATTO	RITA	Marine Terminal Supervisor	Maritime Operations & Properties
	SMOOT	LORA	Public Safety Dispatcher	Harbor Police Department
	SNELL	JEFFREY	Gardener I	General Services
	SOBERS	IGNACIO	Lead Custodian	General Services
	STARNS	CHARLES	Maintenance Supervisor	General Services
	STINCHCOMB	STEVEN	Wharfinger	Maritime Operations & Properties
	SWEETING	LAWRENCE	Building Maintenance Coordinator	General Services
	SWIN	RACHEL	Maintenance Planner/Inspector	General Services
	TATUM	NICOLASA	Maintenance Worker II	General Services
	THOMPSON	RICHARD	Carpenter	General Services
	URSULICH	RICHARD	Small Engine Repair Technician	General Services
	VOGEL	TODD	Maintenance Worker II	General Services
	WALKER	TIFFANY	Public Safety Dispatch Supervisor	Harbor Police Department
	WAMSLEY	CHESTER	Equipment Operator	General Services
3255	WARD	RICHARD	Fleet Maintenance Technician	General Services
5149	WASCO	ALMA	Maintenance Worker I	General Services
4278	WELCH	SARA	Lead Public Safety Dispatcher	Harbor Police Department
5413	WHITE	MARIO	Maintenance Planner/Inspector	General Services
4562	WILLIAMS	MARK	Gardener I	General Services
5340	WOOTEN	ERIC	Custodian	General Services

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	ACTUAL RESULTS FY 14/15	ADJUSTED BUDGET FY 15/16	BUDGET FY 16/17	CHANGE FY 16/17-15/16 BUDGET	% Change
Operating Revenue	0 04004700	6 60 570 400	C 04 047 000	0 44 444 400	13.9%
Real Estate Development - Portfolio Management		\$ 82,576,400		\$ 11,441,400	
Port as a Service - Parking Attractions & Advertising	12,802,684	11,837,000	16,934,900 1,800,000		43.19
Ad actions & Adventising Maritime	-	-	· · ·		7.19
	35,083,099	35,518,600	38,037,200		3.19
Harbor Police Department Aquaculture & Blue Technology	13,663,305	13,995,200	14,426,200 200,000		3.17
	-	3,206.700	3,243,000		1.19
Miscellaneous (G&A for HPD svcs to SDCRAA, Cost Recovery, etc.) Total Operating Revenue	3,631,384 \$ 149,565,180	\$ 147,133,900	\$ 168,659,100		14.69
Total Operating Revenue	5 149,303,100	3 147,133,900	\$ 100,009,100	\$ 21,323,200	14.07
Non-Operating Revenue					
Grants - Capital Project Reimbursement	\$ 1,632,356				347.69
Grant Revenue - Other	943,051	845,300	665,200	(180,100)	-21.39
NEVP Capital Project Contribution	3,104,747	-	· –	-	-
Gain from Disposal of Assets - Land Exchange	4,544,110	-	-	-	-
Investment Revenue	663,052	300,000	480,000	,	60.0%
Other (Reimb Legal Fees, Legal Settlements, Asset Forfeitures, etc.)	3,508,387	190,000	182,000		-4.2%
Total Non-Operating Revenue	\$ 14,395,703	\$ 2,761,800	\$ 7,712,600	\$ 4,950,800	179.3%
Total Revenue	\$ 163,960,883	\$ 149,895,700	\$ 176,371,700	\$ 26,476,000	17.79
Expenses					
Personnel	\$ 80,540,456	\$ 83,926,800	\$ 91,030,300	\$ 7,103,500	8.5%
Non-Personnel Expense (NPE)	43,253,785	45,349,600	59,666,000		31.69
Municipal Service Agreements (MSA) with Member Cities	7,398,798	7,446,600	7,625,300	• •	2.49
Major Maintenance - Expense	1,034,736	281,200	1,352,000		380.89
Non-Operating NPE	13,577,044	4,154,600	3,944,400		-5.19
Capitalized Labor	(3,257,448)			• • •	10.49
Total Expenses	\$ 142,547,370		\$ 160,968,000		16.09
Earnings Before Depreciation and GASB 68	\$ 21,413,512	\$ 11,136,900	\$ 15,403,700	\$ 4,266,800	38.39
Sources & Uses of Funds and Reserves (see detail on following page)	\$ (14,318,674)	\$ (10,993,200)	\$ (13,354,700)	\$ (2,361,500)	21.59
Unrestricted Sources Over Uses of Funds	\$ 7,094,838	\$ 143,700	\$ 2,049,000	\$ 1,905,300	1325.99

Note:

See Section 3, Pages 3 - 5 for Revenue Highlights explanations and Section 3, Page 13 and 14 for Expense Highlights explanations.

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RESOLUTION 2016-131

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL, AND MEDICAL EMPLOYEES UNION, LOCAL 911 – SERVICE, MAINTENANCE, OPERATIONS AND CRAFTS UNIT

WHEREAS, the San Diego Unified Port District (District) is a public corporation created by the Legislature in 1962 pursuant to Harbors and Navigation Code Appendix I, (Port Act); and

WHEREAS, Section 21 of the Port Act authorizes the Board of Port Commissioners (BPC) to pass all necessary ordinances and resolutions for the regulation of the District; and

WHEREAS, the Meyers-Milias-Brown Act (MMBA) (Government Code Section 3500, et seq.) governs labor-management relations in California local government, including cities, counties, and most special districts; and

WHEREAS, the MMBA provides that the governing body of a public agency shall meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations; and

WHEREAS, the District met and conferred with the California Teamsters Public, Professional and Medical Employees Union, Local 911 – Service, Maintenance, Operations and Crafts Unit (Teamsters) with regard to salary, benefits, and other changes and reached tentative agreement; and

WHEREAS, the Teamsters ratified the proposed tentative agreement in August 2016.

NOW, **THEREFORE**, **BE IT RESOLVED** by the Board of Port Commissioners of the San Diego Unified Port District, as follows:

The Memorandum of Understanding between the San Diego Unified Port District and the California Teamsters Public, Professional and Medical Employees Union, Local 911 – Service, Maintenance, Operations and Crafts Unit is approved and the Executive Director or her designee is authorized to execute same on behalf of the District. 2016-131

APPROVED AS TO FORM AND LEGALITY: GENERAL COUNSEL COUDEL

By: Assistant/Deputy

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 8th day of September, 2016, by the following vote:

AYES: Bonelli, Castellanos, Malcolm, Merrifield, Moore, Nelson, and Valderrama. NAYS: None.

EXCUSED: None. ABSENT: None. ABSTAIN: None.

lable

Marshall Merrifield, Chairman Board of Port Commissioners

ATTEST:

Timothy A. Deuel District Clerk

(Seal)





(105) San Diego Unified Port District

3165 Pacific Hwy. San Diego, CA 92101

Item No. 6A

File #:2016-0448

DATE: September 8, 2016

SUBJECT:

- A) RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT AND THE CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES UNION, LOCAL 911 - SERVICE, MAINTENANCE, OPERATIONS AND CRAFTS UNIT
- B) RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT AND THE CALIFORNIA AND THE CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES UNION, LOCAL 911 -NON-SWORN SAFETY PERSONNEL UNIT
- C) RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT AND THE CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES UNION, LOCAL 911 - SUPERVISORY UNIT

EXECUTIVE SUMMARY:

The San Diego Unified Port District (District) periodically meets with designated representatives of its bargaining units to discuss wages, hours and other terms and conditions of employment. The current Memoranda of Understanding (MOUs) between the District and the California Teamsters, Professional & Medical Employees Union, Local 911 (Service, Maintenance, Operations and Crafts Unit; Non-Sworn Safety Personnel Unit; Supervisory Unit) expire on September 30, 2016. Staff is requesting that the Board of Port Commissioners (Board) approve new MOUs with these bargaining units.

RECOMMENDATION:

Adopt Resolutions Approving Memoranda of Understanding Between the San Diego Unified Port District and the California Teamsters, Professional & Medical Employees Union, Local 911 (Service, Maintenance, Operations and Crafts Unit; Non-Sworn Safety Personnel Unit; Supervisory Unit)

FISCAL IMPACT:

The five (5) year MOUs with the California Teamsters, Professional & Medical Employees Union, Local 911 (Service, Maintenance, Operations and Crafts Unit; Non-Sworn Safety Personnel Unit; Supervisory Unit) will cost approximately \$1,297,776.

ACTION TAKEN: 09-08-16 Resolution 2016-131, Resolution 2016-132, and Resolution 2016-133

COMPASS STRATEGIC GOALS:

This agenda item will help strengthen the District's long-term financial performance.

This agenda item supports the following Strategic Goal(s).

A financially sustainable Port that drives job creation and regional economic vitality.

A Port with an innovative and motivated workforce.

DISCUSSION:

The Meyers-Milias-Brown Act (MMBA) (*Government Code* §3500 *et seq.*) governs labormanagement relations in California local government, including cities, counties, and most special districts.

The MMBA provides that the governing body of a public agency shall meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations. The MMBA defines meeting and conferring in good faith as having the mutual obligation to personally meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals and to endeavor to reach agreement on matters within the scope of representation.

In accordance with the MMBA, the District met and conferred with the California Teamsters, Public, Professional and Medical Employees Union, Local 911 (Teamsters) with regard to salary, benefits, and other changes for the following bargaining units: Service, Maintenance, Operations and Crafts Unit; Non-Sworn Safety Personnel Unit; Supervisory Unit. Through the negotiations process, the District and the Teamsters reached tentative agreements.

The Teamsters ratified the proposed tentative agreements August XX, 2016. The term of the agreements are from October 1, 2016 - September 30, 2021. The following is a summary of the major economics terms and conditions:

All Units:

- 1. Base Salary Increases
 - a. October 1, 2016 across the board increase will be 3.0%.
 - b. October 1, 2017 through October 1, 2018 salary increases will be a minimum of 1.5%. The potential salary increases will be based on the District's percentage growth year over year in operating revenue:
 - i. If operating revenue increases year over year by 4.0% to 4.49%, then the salary increase will be 2.0%.
 - ii. If operating revenue increases year over year by 4.5% to 4.99%, then the salary increase will be 2.5%.

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iii.If operating revenue increases year over year by 5.0% or more, then the salary increase will be 3.0%.

- 2. Basic Life/Accidental Death & Dismemberment (AD&D):
 - a. Increase from \$20,000 to \$50,000.

Service, Maintenance, Operations and Crafts Unit:

1. Reclassification: Two (2) Lighting Technicians will be reclassified to Electricians.

The above economic terms and conditions have been incorporated into a MOU for each unit (Attachment A, B, and C) prepared by the parties for consideration and/or adoption by the Board.

The negotiating employees, including the Executive Director and her designees, and General Counsel and his designees, and negotiators for the bargaining group, have declared and disclosed that they had only remote or non-interests (as defined by *Government Code*§§1091 and 1091.5) pertaining to these labor negotiations.

General Counsel's Comments:

The General Counsel's Office has reviewed the agenda sheet and the three MOUs as presented to it and approves them as to form and legality.

Environmental Review:

The proposed Board actions do not constitute a "project" under the definition set forth in California Environmental Quality Act (CEQA) Guidelines Section 15378 because the actions will not have a potential to result in a direct or indirect physical change in the environment and are therefore not subject to CEQA. No further action under CEQA is required.

In addition, the proposed Board actions allow for the District to implement its obligations under the Port Act and/or other laws. The Port Act was enacted by the California Legislature and is consistent with the Public Trust Doctrine. Consequently, the proposed Board actions are consistent with the Public Trust Doctrine.

Finally, the proposed Board actions do not allow for "development," as defined in Section 30106 of the California Coastal Act, or "new development," pursuant to Section 1.a. of the District's Coastal Development Permit Regulations. Therefore, issuance of a Coastal Development Permit or exclusion is not required.

Equal Opportunity Program:

Not applicable.

PREPARED BY:

Michelle Corbin Director, Human Resources

Attachment(s):

- Attachment A: Memorandum of Understanding Between the San Diego Unified Port District and the California Teamsters, Professional & Medical Employees Union, Local 911 - Service, Maintenance, Operations and Crafts Unit
- Attachment B: Memorandum of Understanding Between the San Diego Unified Port District and the California Teamsters, Professional & Medical Employees Union, Local 911 - Non-Sworn Safety Personnel Unit
- Attachment C: Memorandum of Understanding Between the San Diego Unified Port District and the California Teamsters, Professional & Medical Employees Union, Local 911 -Supervisory Unit

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- Exhibit "D" Community Service Officer and Community Service Supervisor Uniform Allowance
- Exhibit "E" Teamsters Membership as of October 1, 2008

MEMORANDUM OF UNDERSTANDING

Between the

SAN DIEGO UNIFIED PORT DISTRICT

3165 Pacific Highway

San Diego, California 92101

and

CALIFORNIA TEAMSTERS,

PUBLIC, PROFESSIONAL & MEDICAL EMPLOYEES UNION

LOCAL 911

9900 Flower Street

Bellflower, California 90706

Service, Maintenance, Operations and Crafts Unit

October 1, 2016 Through September 30, 2021

This Memorandum of Understanding is made and entered into this <u>1st day of October 2016</u>, by and between the Authorized Management Representatives (hereinafter referred to as "Management") of the San Diego Unified Port District (hereinafter referred to as "DISTRICT"), and the CALIFORNIA TEAMSTERS, PUBLIC, PROFESSIONAL & MEDICAL EMPLOYEES UNION, LOCAL 911, Service, Maintenance, Operations and Crafts Unit (hereinafter referred to as "UNION").

PREAMBLE

It is the purpose of this Memorandum of Understanding (hereinafter referred to as "Memorandum") to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to clarify DISTRICT ordinances, rules and regulations and administrative procedures, thereby providing an orderly, peaceful, and equitable means of resolving any misunderstanding or differences which may arise under this Memorandum; and to set forth the entire understanding of the parties reached as a result of good faith meeting and conferring regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum.

The term Salary Ordinance as used in this document refers to Ordinance No. 2735, approved by the Board of Port Commissioners on September 8, 2016 and any ordinances that amend or supersede it during the term of this Memorandum. The wages, hours, terms, and conditions of employment contained in the Salary Ordinance applicable to employees represented by the UNION shall remain in full force and effect throughout the term of this memorandum, unless modified through the meet-and-confer process.

Additionally, any provision of this Memorandum requiring action by the DISTRICT'S Executive Director, shall allow for the Executive Director to delegate said authority.

ARTICLE 1

RECOGNITION AND AGENCY SHOP

The DISTRICT recognizes the UNION as the exclusively recognized employee organization representing those employees in those classifications as provided in Exhibit "A" to the Salary Ordinance. Those classifications consist of: Carpenter, Electrician, Equipment Operator, Lead Equipment Operator, Fleet Maintenance Technician, Lead Fleet Maintenance Technician, Gardener, Lead Gardener, Lead Carpenter, Lead Electrician, Lead Maintenance Mechanic, Lead Plumber, Locksmith, Maintenance Worker I, Maintenance Worker II, Lead Maintenance Worker, Painter, Sign Painter, Wharfinger, Custodian, HVAC Technician, Lead Custodian, Lead Painter, Lighting Technician, Maintenance Mechanic, Marine Mechanic, Senior Marine Mechanic, Parking Meter Repair/Collector, Plumber, Small Engine Repair Technician ,Community Service Officer, Building Maintenance Coordinator, Maintenance Planner/Inspector.

Pursuant to Government Code § 3502.5, there exists an agency shop arrangement between the DISTRICT and the UNION. Accordingly, and pursuant to Government Code § 3502.5(b), the UNION shall indemnify and hold the DISTRICT harmless against any liability arising from any claims, demands or other action relating to the DISTRICT'S compliance with the agency fee obligation.

ARTICLE 2

IMPLEMENTATION

The provisions of this Memorandum represent a mutual understanding of both parties in accordance with the provisions of the Meyers-Milias-Brown Act, Government Code Section 3500 <u>et seq</u>. of the California Government Code. The provisions as contained in this Memorandum shall not be binding on either party until this Memorandum is approved by the Board of Port Commissioners of the SAN DIEGO UNIFIED PORT DISTRICT through the adoption of appropriate ordinances and/or resolutions and ratified by UNION membership.

ARTICLE 3

<u>TERM</u>

The term of this Memorandum shall commence <u>October 1, 2016</u>, and shall expire and otherwise be fully terminated at 12:00 midnight on <u>September 30, 2021</u>.

ARTICLE 4

RENEGOTIATION

SECTION 1. Schedule for Successor Memorandum

In the event the UNION desires to meet and confer in good faith on the provisions of a successor Memorandum, it shall serve upon the DISTRICT, not later than <u>June 30, 2021</u>, its written request to commence meeting and conferring in good faith as well as its full and entire written proposal for such successor Memorandum. Upon receipt of such written notice and proposals, meet and confer shall begin not later than <u>August 1, 2021</u>.

In all other instances where engaging the meet and confer process is a lawful condition precedent to the changing of matters within the scope of representation, the party desiring to initiate the meet and confer process shall serve a written proposal in this regard not later than thirty (30) calendar days prior to the anticipated implementation date of the change in terms and conditions of employment. The notice requirements set forth herein shall not be applicable in cases of emergency as that term is utilized in Government Code § 3504.5.

SECTION 2. Duration of this Memorandum

This Memorandum may remain in full force and effect for one year from the date it would have terminated as set forth in Article 3, Term, and from year to year thereafter if expressly agreed to in writing by each of the parties each year. Nothing herein contained is intended to preclude the parties from meeting and conferring as specified in Section 1 of this Article or at any other time on matters provided for in the Meyers-Milias-Brown Act.

ARTICLE 5

<u>RIGHTS</u>

SECTION I. Rights of Employees

The parties mutually recognize and agree fully to protect the rights of all employees covered to join and participate in the activities of the UNION and all other rights guaranteed by law. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of the exercise of these rights or any other rights prescribed by law.

SECTION 2. Rights of Management

It is agreed that except as specifically delegated, abridged, granted or modified by this Agreement, all the rights, powers, and authority the DISTRICT had prior to the signing of this Agreement are retained by the DISTRICT and remain the exclusive right of management without limitation.

SECTION 3. Non-Discrimination

The provisions of this Memorandum shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, disability, sexual orientation, gender identity, political or religious opinions or affiliations.

ARTICLE 6

HOURS OF WORK

SECTION 1. Definitions

- a. <u>Work Day</u> The normal work day within a consecutive twenty-four (24) hour period shall be defined as eight (8) consecutive hours of work exclusive of a meal period, and any alternate workweek schedules approved by the appointing authority.
- b. <u>Payroll Workweek</u> The payroll workweek commences on Friday of each week at 12:01 a.m. and ends on the following Thursday at midnight.
- c. <u>Workweek</u> The normal workweek shall consist of five (5) scheduled work days and two (2) scheduled days off in any seven (7) day period. However, the two (2) days off shall not necessarily be consecutive days off in each workweek. Alternate workweek schedules will be established and approved by the appointing authority.
- d. <u>Workweek Shift</u> A scheduled workweek shift for an employee will be based upon the <u>Workweek</u> as set forth in "c." above, however, the scheduled shift may vary in days and hours. An employee's scheduled workweek shift may begin on any day of the payroll workweek. This does not preclude use of split workweek shifts such as a combination of days and nights.

SECTION 2. Scheduling of Workweek Shifts

Employees shall have their workweek shift scheduled so that they shall receive at least two (2) days off, which shall not necessarily be consecutive days off, in each payroll workweek except that they shall receive two (2) consecutive days off after five (5) consecutive days of work. During scheduled shift changes, schedules may reflect workweek shifts that are four (4) days on, two (2) days off; four (4) days on, one (1) day off; three (3) days on, two (2) days off; three (3) days on, one (1) day off; two (2) days off; and one (1) day off; two (2) days off. However, the workweek shift must have at least two (2) scheduled days off in every seven (7) days of the payroll workweek. This scheduling of shifts does not apply to those participating in an alternative workweek schedule.

SECTION 3. Fixed Starting and Quitting Times

Employees shall be scheduled to work on regular work shifts, having regular and fixed starting and quitting times. These work schedules shall be made known to all employees, and shall not, insofar as practical, be changed without five (5) calendar days written notice to the employee, with the following exceptions:

Should it be necessary to change these work schedules without the customary five (5) calendar days written notice the employee for the first consecutive eight (8) hours worked on the new work schedule shall receive extra compensation at time and one-half the employee's regular rate of pay as set forth in Exhibit "A" of the Salary Ordinance, "non-exempt."

SECTION 4. Standby Time

- a. Any non-exempt employee in the bargaining unit who is assigned a standby shift must remain available on call to return to work to perform an essential service.
- b. Standby time will be scheduled in seven (7) day increments. On a scheduled work day, two (2) hours of standby pay will be paid from the end of the shift to the beginning of the next shift. For non-scheduled work days, three (3) hours of standby pay will be paid for every 24 hour period. These requirements do not preclude individuals from swapping standby duty due to unscheduled unforeseen events.
- c. To be eligible, employee must be fit-for-duty and/or not on vacation.

SECTION 5. Personal Cleanup

If germane to the nature of the work performed, employees shall be permitted fifteen (15) minutes at the end of each work shift to perform such activities as cleaning up a work area, putting away tools, personal washing-up, and changing clothes.

ARTICLE 7

OVERTIME

SECTION 1. Overtime Work and Compensation

- a. Overtime is understood to be work in addition to forty (40) hours per payroll workweek.
- b. It is agreed that work schedules will not be modified solely to eliminate or avoid overtime, however, an employee may volunteer to modify his/her work schedule to avoid overtime. When mutually agreed between employee and supervisor, overtime may be traded hour-for-hour for time off within the employee's workweek. Absent mutual agreement, the employee is entitled to work the full assigned schedule, and the supervisor is entitled to decline a request to trade for time off.
- c. Extra compensation shall be paid at time and one-half the employee's regular rate of pay as set forth in Exhibit "C" of the Salary Ordinance. The regular rate for the purpose of computing extra compensation shall include any and all paid differentials to which such employee is entitled.
- d. All time paid for annual leave, sick leave, injury leave, court leave, military leave and holidays shall count as time worked toward the basic forty (40) hour workweek of employees in the payment of overtime.

SECTION 2. Required Overtime

When overtime work is required and there is no qualified volunteer to perform such work, the selection of those to work shall be based on reverse order of seniority within the same classification, except those persons who have a waiver for education or other prearranged schedule as approved by the appointing authority.

ARTICLE 8

CALLBACK

Callback is defined as work required of an employee who, following the completion of his/her normal work shift and departure from his/her place of employment, is ordered by the DISTRICT to report back to duty in person at a DISTRICT work site to perform necessary work, at least three (3) hours prior to his/her next scheduled work shift. In all such cases, as defined herein, the employee shall receive a minimum of three (3) hours at time and one-half his/her regular rate of pay. In the event an employee is called in to work within less than three hours prior to the commencement of his/her next work shift, the employee shall be compensated at his/her rate at time and one-half for each hour or portion of hour thereof worked prior to regular work shift.

Reasonable transportation time to and from the employee's work location shall be considered as time worked in recording callback time as defined above.

ARTICLE 9

HOLIDAYS

SECTION 1. Holiday Dates

DISTRICT holidays shall include the following days:

- 1. Veterans' Day
- 2. Thanksgiving Day
- 3. Day after Thanksgiving Day
- 4. Christmas Eve
- 5. Christmas Day
- 6. New Year's Eve Day
- 7. New Year's Day
- 8. Martin Luther King, Jr. Day
- 9. Presidents' Day
- 10. Cesar Chavez Day
- 11. Memorial Day
- 12. Independence Day
- 13. Labor Day

Holidays shall be observed in the following manner for the term of the Agreement. The DISTRICT will determine the precise date of observance for each holiday on an annual basis.

SECTION 2. Holiday on Sunday or Saturday

- a. When a designated holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.
- b. When a designated holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

SECTION 3. Annual Leave or Cash in lieu of Holiday

- a. When a designated holiday falls on a regularly scheduled day off, a non-exempt employee may elect to receive holiday pay in cash or may elect to accrue eight (8) hours of annual leave, subject to subparagraph e. below.
- b Any non-exempt employee who is regularly scheduled to work on a DISTRICT holiday and who does work at least an eight (8) hour shift on such holiday may elect to receive holiday pay in cash or elect to accrue eight (8) hours of annual leave and receive pay for only the hours worked on such holiday, subject to subparagraph e. below.
- c. Any non-exempt employee who is regularly scheduled to work on a DISTRICT holiday but <u>does</u> <u>not work</u> because of illness, and/or does not work the full assigned shift, may elect to receive holiday pay in cash or elect to accrue eight (8) hours of annual leave and receive pay for only the hours worked on such holiday, subject to subparagraph e. below.
- d. Any non-exempt employee shall, in addition to compensation for hours actually worked on a holiday, be entitled to compensation in cash at one-half (1/2) times their regular rate for the number of hours earned by reason of performing such ordered holiday work.
- e. For employees who have reached the annual leave accrual maximum, the choice of cash or time off for holidays as defined in this Section 3. is restricted to cash only, until the employee's accrual drops below the maximum.

ARTICLE 10

WORK ON DESIGNATED HOLIDAYS

When a DISTRICT designated holiday falls within an employee's normal payroll workweek and the employee is scheduled to work, the employee will be credited with eight (8) hours toward his/her regular forty (40) hour week. In addition, the employee required to work on a designated holiday will be compensated at the rate as provided in the Salary Ordinance on the holiday.

ARTICLE 11

COURT LEAVE

An employee who is required by court order to serve as a juror or as a witness who is not a party to a court action, shall be granted leave for such purpose upon presentation of proof of the period of his/her required attendance to the appointing authority. A full time, permanent employee shall receive regular pay of no more than eight (8) hours per day for the time he/she serves on court duty in lieu of his/her regularly scheduled work day or required by court order to serve as witness who is not a party to a court action.

Any employee who is on jury duty and is also regularly scheduled to work a night shift will be given jury duty leave, the same as an employee who is scheduled to work days and is selected for jury duty .All other provisions will be governed by Administrative Procedure No. 128-234.

ARTICLE 12

EMERGENCY LEAVE

The term Emergency Leave is used to make a clear differentiation between leave credits used by the employee for personal illness and leave credits used for family emergency concerning only illness and/or death within the immediate family of the employee. Employees may use any annual leave credits available.

In interpreting the emergency leave definition in the Rules and Regulations, the DISTRICT shall construe the meaning of "necessary absence from work of an employee because of emergency illness of a member of his/her family" to include the necessary passive presence with a critically ill, injured or disabled immediate family member when substantiated in writing by a competent medical authority, if requested by the Director, Human Resources.

"Immediate family" as used shall mean spouse, domestic partner, son, daughter (including stepson and stepdaughter), mother, father or recognized legal guardian, brother and sister, mother-in-law, father-inlaw, grandparents, whether or not the above are living in the employee's household; and other relatives who are currently residing in the employee's household.

ARTICLE 13

SPECIAL LEAVE WITHOUT PAY

Any employee who is unable to perform the essential functions of his/her work, or who, for any reason considered good by the appointing authority and the Director, Human Resources, desires to secure leave from his/her regular work may be granted special leave of absence without pay for a period not exceeding one (1) year. For good cause, such leave may be extended upon approval of the appointing authority and the Director, Human Resources. An employee asking for special leave without pay shall submit his/her request on prescribed forms with a transmittal letter, stating his/her reasons for the request. The appointing authority who endorses such request shall recommend, and the Director, Human Resources shall determine whether the employee shall be entitled to his/her former position on his/her return from such leave, and the period of said entitlement, or whether his/her name shall be placed on the eligible list for the class, subject to passing the prescribed DISTRICT medical examination, if appropriate.

ARTICLE 14

BULLETIN BOARDS

The DISTRICT will furnish, for the exclusive use of the UNION, adequate bulletin board space at reasonable locations. The boards shall be used only for the following subjects:

- a. Information on UNION elections and the results. Steward's reports and notices.
- b. Reports of official business of the UNION including reports of committees or the Executive Board.
- c. Scheduled UNION meetings and news bulletins.

d. UNION membership benefits, programs and promotions.

e. Any other written material which first has been approved by the Union President or his/her designated representative.

ARTICLE 15

<u>SENIORITY</u>

Seniority shall mean the status attained by length of continuous service with the DISTRICT.

Seniority shall be determined from the day of an employee's official appointment to DISTRICT service.

A probationary employee shall have no seniority until the employee has completed a probationary period. Upon the completion of the probationary period, the employee will acquire seniority from the date of hire.

An employee transferred or promoted shall accrue no seniority in the new position until completion of six (6) months in pay status in the new position. The employee's total seniority shall be credited. A reassignment within a class within a department from one job to another does not interfere with accumulation of seniority.

Any disagreement over the application of any method of applying seniority utilized by any department will be subject to the grievance procedure.

ARTICLE 16

PERSONNEL PRACTICES

SECTION 1. Removal for Cause or Other Disciplinary Action

- a. The DISTRICT shall advise a permanent employee in the Classified Service of his/her right to representation and provide a statement in writing of the reason or reasons whenever any disciplinary action against the employee, as provided for in Rule 14 of the Personnel Rules and Regulations, is contemplated.
- b. All formal appeals relating to removal for cause shall be submitted in writing to the DISTRICT in accordance with Rule 14, Personnel Rules and Regulations.

SECTION 2. Vacancies

- a. No department shall intimidate or encourage qualified eligibles from a certification list to waive appointment. Waivers shall be an employee decision only and shall normally be submitted in writing by the employee. Violations of this section shall be subject to the grievance procedures.
- b. Department representatives (management and supervisors) shall not in any manner intimidate or discourage any employee from applying for any position vacancy in the DISTRICT for which the employee chooses to apply. The determination as to whether an employee qualifies will be made

SECTION 3. Dismissal During Probation

The DISTRICT'S present Personnel Rules and Regulations governing probationary employees are acceptable. It is understood that an employee is not entitled to any advance notice of dismissal, but that the DISTRICT may give some notice or warning at its discretion, by performance evaluation or otherwise.

SECTION 4. Reclassification

- a. The DISTRICT agrees that when a Maintenance Worker I is assigned to a journey level craftsperson for an accumulative period of one year, the Maintenance Worker I employee shall qualify for promotion examination for Maintenance Worker II.
- b. Positions where the duties have changed materially may be reclassified to the more appropriate classification whether they be now or already in existence. However, reclassification shall not be used for the purpose of avoiding restrictions surrounding promotions and demotions as provided in the Personnel Rules and Regulations.

SECTION 5. Promoted Permanent Employees

The purpose of this section is to clarify the status of an employee who has obtained permanent status as a permanent employee as prescribed by Rule 9, APPOINTMENTS of the Personnel Rules and Regulations, when such employee is promoted to a higher classification in the DISTRICT Classified Service. If in the event any such promoted employee fails the probationary period as prescribed by said Rule, the employee shall retain his/her rights as a permanent employee of the DISTRICT Classified Service and be returned to his/her former position.

SECTION 6. Examinations and Promotions

- a. <u>Advancement Through Promotions</u> Except as otherwise provided in the Personnel Rules and Regulations, vacancies in the higher classes of positions shall be filled as far as practicable and consistent with the best interest of the DISTRICT by promotion following competitive tests. Any advancement in rank shall constitute promotion. Whenever any examination is to be held to establish an eligible list for any class, the Executive Director or designee shall decide whether a promotional or open examination shall be held.
- b. <u>Eligibility for Promotional Examinations</u> Promotional examinations shall be open to any employee who has completed at least six (6) months of DISTRICT service immediately preceding the final date of filing applications, whose last performance rating was at least satisfactory or, at the discretion of the Director, Human Resources, may be limited to employees who have completed one or more years of satisfactory DISTRICT service and who possess the essential experience requirements of the higher position.
- c. <u>Prior Journey Level Qualification Promotional</u> For employees who when hired were qualified as journey level, but accepted employment in the DISTRICT at a position in sub-journey level, immediate prior years experience requirements may be waived in the taking of promotional examinations to the journey level.
- d. <u>Prior Sub-Journey Level Qualification Promotional</u> Other employees whose work experience

prior to employment or while employed by the DISTRICT had been at sub-journey levels¹⁵ may² be permitted to compete in promotional examinations for vacant journey level classes. In such cases, journey level experience prerequisites may be waived. It is understood in any case that the employee must meet all the qualifications of the journey level as determined by the Executive Director or designee.

- e. <u>This provision creates no obligation</u> on the part of the DISTRICT to give any notice as to a decision to fill vacancies by open examination; but if, prior to the DISTRICT putting such a decision into effect, the UNION so desires, it may consult with management representatives regarding the merits of such decision; and thereafter, the DISTRICT will advise the UNION of its final decision prior to announcement.
- f. <u>Employees that are selected for a trainee position</u>, that is not a result of a layoff, will be eligible for up to 6 months to 1.) return to his/her previous classified position by his/her appointment authority or 2.) be considered for another vacant classified position that is the same class they vacated. These actions are not subject to a hearing before the Personnel Advisory Board. On a permanent employee's return to a previous classified position, if another permanent employee in the classified service has been appointed as the successor, the latter shall be returned to his/her previous classified position. Such 'bumping' shall continue only where the successor is a permanent employee.
- g. <u>Employees that enter a trainee position</u> as a result of layoff that do not successfully complete their training program shall be dismissed from the DISTRICT service.

SECTION 7. Drug and Alcohol Abuse Policy

The UNION has reviewed and agrees to support the Drug and Alcohol Abuse Policy as outlined by the DISTRICT.

SECTION 8. Injury Leave Policy

The UNION has reviewed and agrees to support the Injury Leave Policy as outlined by the DISTRICT.

SECTION 9. Training

For any off-site training, the DISTRICT will pay employees for each hour of training as time worked based on the total length of the training as set forth in the training announcement.

SECTION 10. Mandatory Meetings

Employees will be paid a minimum of three (3) hours and actual time for each additional hour past three (3) hours for mandated department training or mandated meetings on their days off.

Health Benefits Committee meetings, Labor Management Committee meetings and sub-committee meetings, and the Wharfinger Committee meetings are designated as mandatory meetings for purposes of this Section.

ARTICLE 17

SECTION 1. Annual Leave Scheduling

Scheduled periods of annual leave for vacation purposes shall be posted by the DISTRICT, and such schedules shall reflect the needs and desires of DISTRICT employees when practical.

Employees shall be entitled to take authorized annual leave in accordance with the following procedures:

- a. At least annually, Management shall prepare and post in each work facility, in a timely manner, an annual leave schedule for all employees.
- b. The employee with the greatest seniority will be given the opportunity to request first choice of a schedule, with the other employees being given their choice of schedules in descending order of seniority.
- c. Having once made such a choice, no employee may change his or her schedule if such change will conflict with the choice of any other employee or unless the affected employee, with the notification to Management, agrees to such a change.
- d. For the purposes of this Article, employees waive any seniority rights they may have had until the next annual leave period once the annual leave schedule has been prepared.
- e. For the purpose of this Article, seniority shall be defined as the total amount of continuous service within a classification within the department.
- f. All annual leave requests are subject to approval of the appointing authority.
- g. If operational needs permit, the appointing authority will consider an occasional request for annual leave on shorter notice for good cause.

Eligible employees may take earned annual leave on the first day of the pay period following the pay period in which it is earned. The minimum amount of annual leave credit that may be used, except in the case of separation or change from biweekly or monthly rate of pay to another rate of pay, shall be one-quarter (1/4) hour.

SECTION 2. Accrual

Effective October 1, 2014 the accrual of annual leave and the maximum accrual amounts will be modified as follows:

Years of Service	Accrual Rate	Maximum Accrual
0-5 years	144 hours	432 hours
6-10 years	184 hours	552 hours
11-15 years	224 hours	552 hours
16+ years	254 hours	632 hours

ARTICLE 18

SECTION 1. Temporary Assignment Differential

- a. An employee accepting and performing a temporary assignment in a class with a higher standard range or band shall be paid at a rate approximately five percent (5%) higher than the employee's regularly assigned rate, provided the incumbent is expected to be absent for at least five (5) consecutive scheduled work days.
- b. Assignment is at the discretion of the appointing authority. However, payment may not be waived so long as employee is assigned and qualified. Such assignment may require the employee's prior written consent. It is not the intent of the DISTRICT to use temporary assignment of lower paid workers to permanently fill a vacancy.
- c. This Article is not applicable to assignment of employees in Maintenance Worker Classes F650 and F645 when exclusively for promotional training, nor to any employee in the Return-to-Work program.

SECTION 2. Acting Pay

Acting pay may be granted in lieu of the differential, if assignment is expected to be over thirty (30) calendar days, at either the rate of compensation of such acting assignment or at least five percent (5%) higher than the employee's regularly assigned rate.

SECTION 3. Record of Working in Higher Classification

The DISTRICT agrees that when an employee is assigned to a higher classification, a record be kept on his/her performance of that higher classification for promotion.

ARTICLE 19

COMPENSATION AND BENEFITS

SECTION 1. The Establishment of Compensation Rates

- a. Effective on the 31st day from the passage of the Salary Ordinance, employees covered by this Memorandum shall be compensated at the unadjusted base salary appropriate for each individual Employee's step within the salary range. Said base salary shall be provided for in the Salary Ordinance, Exhibit "C".
- b. The Salary Ordinance shall reflect the following approximate unadjusted base salary increases for the term of this Memorandum:
 - i. October 1, 2016 across the board increase will be 3.0%.
 - ii. Second through 5th year salary increases will be a minimum of 1.5%.

The 2nd through 5th year salary increase could be greater than the minimum to a maximum of 3.0% based on the results of the District. The potential salary increases will be based on the District's percentage growth year over year in Operating Revenue:

- If Operating Revenue increases year over year by 4.0% to 4.49%, then the salary increase will be 2.0%.
- If Operating Revenue increases year over year by 4.5% to 4.99%, then the salary increase will be 2.5%.
- If Operating Revenue increases year over year by 5.0% or more, then the salary increase will be 3.0%.

For purposes of this Memorandum, Operating Revenue is defined as revenues from District operations. Examples include but are not limited to: Real Estate Development, Port as a Service, Attractions and Advertising, Maritime, Harbor Police, Aquaculture/Blue Technology and Miscellaneous. Operating Revenue is currently referred to in the FY16/17 Annual Budget, Budget in Brief, Section 1, page 12.

- b. The DISTRICT agrees to place lead classifications into a step range that is 15% above the highest paid subordinate classification "E" step October 1, 2008.
- c. The method of payment of overtime shall be as described by the Salary Ordinance and the Personnel Rules and Regulations.
- d. The list of classifications and salary schedule will be incorporated into this agreement as Exhibit "A" and "B", respectively.
- e. Operating RevenueOperating Revenue

SECTION 2. Health, Life & Dental Insurance and Retirement Benefits

a. <u>Health Insurance</u> - The DISTRICT agrees to pay the entire premium cost for eligible employees enrolled in the Health Maintenance Organization (HMO) plan. The DISTRICT also agrees to pay fifty-five percent (55%) of the premium for dependent coverage in either the HMO or PPO plan.

All employees enrolled in the Preferred Provider Organization (PPO) plan will be required to pay an additional \$100 monthly contribution to subsidize the cost of the employee-only coverage.

- b. <u>Life Insurance</u> Effective October 1, 2016, the DISTRICT agrees to pay the premium on the DISTRICT sponsored Fifty Thousand Dollar (\$50,000.00) term life insurance program as set forth in the Salary Ordinance for all employees who are members of the bargaining unit and to make supplemental coverage available at the employee's cost. Such supplemental coverage will be in accordance with all laws governing such programs and in keeping with the DISTRICT'S current supplemental life insurance program.
- c. <u>Dental Insurance</u> The DISTRICT shall pay the entire employee premium cost for any DISTRICT authorized dental plan. The DISTRICT shall also pay fifty-five percent (55%) of the premium for dependent coverage for any DISTRICT authorized dental plan.
 - d. <u>Health Benefits Committee</u> The UNION agrees to send two (2) representatives, with one (1) designated alternate, to attend and participate on the Health Benefits Committee. A UNION retiree may attend. The work of the Committee shall not be considered a meet and confer reopener and the meetings shall not be considered meet and confer sessions as that term is used

in Government Code §3500 et seq. Rather, the scope of the Committee's duty shall ^{Page 19 of 30} f a mutual exploration by the parties of, including but not limited to, available alternative health benefit plans, plan design, education, and ways to ensure the sustainability of the DISTRICT's benefits program. The Committee is authorized to make recommendations to DISTRICT representatives regarding matters set forth herein. However, the recommendations of the Committee are not binding upon the DISTRICT. The frequency, time and location of the Committee meetings shall be as determined by the Committee members.

This provision in no way shall abrogate the UNION'S rights to any provision of the Meyers-Milias-Brown Act (*Government Code* §3500, *et seq.*) including the DISTRICT'S obligations to meet and consult, meet and confer over implementation and impacts, or meet and confer over mandatory subjects of bargaining pursuant to existing law, up to and including fact-finding and impasse procedures consistent with the current Employee-Employer Relations Resolution ("EERR").

- e. <u>Wellness Reimbursement Benefit</u> Effective January 1, 2014 the DISTRICT agrees to establish a wellness reimbursement benefit of \$225.00 maximum per employee for each year of the Agreement. The DISTRICT and the Union agree the Health Benefits Committee shall determine the eligible criteria for reimbursement. Employees shall submit receipts to Finance for the calendar year no later than December 1st of each year.
- f. <u>Retirement Plan</u> Beginning October 1, 2005 new hires will not be eligible for the following retirement plan provisions: Deferred Retirement Option Plan (DROP); Purchase of Service, except those purchases guaranteed by state and federal law; or the supplemental benefit ("Thirteenth Check"). For all bargaining unit members hired on or after October 1, 2006, the service years required for eligibility for retiree health insurance will be raised from five (5) to ten (10) years. Additionally, employees hired on or after October 1, 2006 will have their retirement benefits based on an average of the three highest years salary.

For bargaining unit members hired prior to October 1, 2006, the DISTRICT will pay into the retirement system an amount not to exceed seven percent (7%) of each employee's gross wages (the "Offset") as prescribed for in the Salary Ordinance. For all bargaining unit members hired on or after October 1, 2006, the DISTRICT will pay into the retirement system an amount not to exceed five percent (5%) of each employee's gross wages (the "Offset").

Effective March 31, 2004, the DISTRICT implemented what is referred to as the 3% at 60 retirement plan.

The DISTRICT agrees to maintain the following benefit components as described in the DISTRICT's current Amended and Restated San Diego Unified Port District Retirement Plan and Trust dated March 24, 2008, for the duration of the careers of all bargaining unit employees in the bargaining unit as of October 1, 2008 as follows:

- The most advantageous retirement calculation factor for general members.
- The vesting and eligibility requirements
- The industrial disability benefits
- The non-industrial disability benefits
- The death benefits

Further the DISTRICT agrees to maintain the following benefit components as described in the DISTRICT's current Amended and Restated San Diego Unified Port District Retirement Plan and Trust dated March 24, 2008, and as may be amended from time to time.

• Deferred Option Retirement Program ("DROP").

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- The Supplemental Benefit ("13th Check").
- Purchase of Permissive service credits ("air time").
- The DISTRICT's pick up of a portion of the employee's retirement contributions ("offset").
- g. <u>Retiree Benefits</u> The DISTRICT agrees to provide retiree medical, dental, and basic life/AD&D insurance for the duration of the careers of current employees as of 10/01/08 and for the remainder of their lives (Exhibit "E"). The DISTRICT cannot agree to guarantee retiree dependent coverage. The DISTRICT reserves the right to modify the retiree medical, dental and basic life/AD&D, including plan design and/or changes in insurance carrier. It is the express intent of the DISTRICT to afford retiree medical, dental and basic life/AD&D for those currently employed as of 10/01/08 for the remainder of their lives and that thee benefits are vested without reservation.
 - 1. h. <u>Reopener for Health/Dental</u> -

Due to the escalating health care costs and the ongoing work of the employee Health Benefits Committee, the parties agree to reopen this Agreement to review the health care benefits for the purpose of reaching mutually acceptable changes to them. Additionally, at such time as regulations are issued implementing the Affordable Care Act (ACA), the DISTRICT and UNION will meet and confer to review the impact of such regulations on the benefit plans then in force. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this MOU will be modified or may be affected by the ACA during the term of this Agreement, it is agreed that the DISTRICT and UNION will reopen this Agreement to meet and confer and determine how such mandated changes will be implemented, and to include addressing other health plan options. The DISTRICT will provide the UNION a 30-day notification and information period to review any and all benefit elements for the purpose of meet and confer. This provision in no way shall abrogate the UNION'S rights to any provision of the Meyers-Milias-Brown Act (Government Code §3500, et seq.) including the DISTRICT's obligations to meet and consult, meet and confer over implementation and impacts, or meet and confer over mandatory subjects of bargaining pursuant to existing law up to and including fact-finding and impasse procedures consistent with the current "EERR".

SECTION 3. Extra Compensation for Certain Classes When Serving as Lead Persons or Performing Special Tasks

- An employee in F645, Maintenance Worker II, shall be paid at a rate approximately five percent (5%) higher than prescribed for said class when assigned as lead person Railroad Repair Worker. The total number qualifying for this extra pay shall not exceed one (1) in each above-mentioned class at any one time. Anyone assigned as lead railroad repair worker must meet federal railroad qualifications and have a current certificate on file.
- b. Certain employees in Groups D and F, when assigned as provided in the Salary Ordinance as the responsible lead person for certain shifts, or when assigned special tasks shall be paid at a rate approximately five percent (5%) higher than their current rate of pay. Employees receiving extra compensation as provided in subparagraph "a" of this section shall not receive said lead person compensation provided herein.

- c. Employees certified and assigned to inspect, maintain, and service DISTRICT fire extragolus fields shall be paid at a rate of approximately five percent (5%) higher than their current rate of pay. DISTRICT management will determine the required certification.
- d. Any employee represented by this Agreement will be paid eleven dollars (\$11.00) per hour, in addition to their regular base salary when they are engaged in diving operations for the purpose of performing engineering and maintenance operations, surveys and/or inspections. "Diving Operations" means the time spent in the water, time rigging diving equipment between dives, time spent decompressing following dives, and time spent by any trained and fully qualified diver, who is a current member of the dive team, performing as the "surface tender" for the dive team during a dive.
- e. Special Training Pay of \$1/hour shall be paid to any bargaining unit member for the following:
 - 1) Appointing Authority assigned and authorized training that applies only to:
 - a. the training of employees outside of the trainer's classification for skill improvement or in areas of mandatory compliance; or
 - b. the training of employees within the trainer's classification where assigned by Appointing Authority for the specific purpose of acquiring new skills.
 - 2) Special Training Pay will not be provided for remedial training of employees or for task/job orientation training that is considered part of the trainer's existing job duties.
 - 3) The trainer will be required to sign off on the Special Training provided.
 - 4) This differential is not considered as compensation or earnings for the purposes of calculating retirement.

SECTION 4. Tuition Reimbursement

The DISTRICT agrees to provide additional growth opportunities for employees through a tuition reimbursement refund program. The maximum dollar amount of tuition reimbursement shall not exceed Two Thousand Dollars (\$2,000.00) per year. Such refunded courses must have <u>prior</u> approval by the Director, Human Resources or designee.

SECTION 5. Reimbursement for Meals

An employee who works extended day overtime, including emergency callback overtime, shall be reimbursed for the actual cost of his/her meal. Effective October 1, 2016, this amount is not to exceed \$10.00, provided such extended work day overtime includes five (5) hours of overtime on any single shift. Such extended day overtime may be performed before or at the end of a workday. To qualify, the five (5) hours must be interrupted by an unpaid meal break, following which the employee returns to the work site to work for at least one of the five (5) hours.

SECTION 6. Compensation for Medical Treatment-Job Related Injuries/Illnesses

Any employee receiving medical treatment authorized by the DISTRICT for job related injuries/illnesses shall be compensated at his/her regular rate for any and all time spent for such treatment including travel

to and from the medical facility during regularly scheduled work hours. Medical treatment that is of other than emergency or first treatment needs to be scheduled before or after regularly scheduled work hours or on an employee's day off and shall be considered as done on the employee's own time and no compensation shall be due.

SECTION 7. Differential for Bilingual Availability

Subject to the limitations and prerequisites for eligibility set forth in Administrative Procedure No. 128-202, any full-time qualifying employee in any of the classifications within the unit represented by the UNION, who has been determined by the Appointing Authority, with Human Resource's concurrence, to be eligible for bilingual compensation, shall receive said compensation at the rate of 2.5% above the employee's unadjusted base salary.

SECTION 8. Night Premium Eligibility

Employees in assignments where the individual is subject to a regularly recurring fixed shift where at least 50% of said regularly recurring scheduled hours are between the hours of 1800 hours and 0800 hours, shall receive an hourly shift differential in the amount of \$1.75. Effective October 1, 2013, employees will be paid night shift differential when mandated or volunteer to cover night shift hours as defined in this Article.

SECTION 9. Annual Leave Cash-out

Effective October 1, 2016, any permanent employee may cash out up toforty (40) hours of annual leave once per year as long as at least 120 annual leave hours remain accrued after the cash-out. Only one cash-out per year will be paid to an eligible employee per calendar year. This "cash out" would not be considered compensation or earnings for the purposes of calculating retirement and is subject to any and all legally required deductions

ARTICLE 20

STEWARDS

SECTION 1. Stewards

The UNION may designate stewards to represent employees covered by this Memorandum in the processing of grievances, subject to the following rules and procedures:

- a. The UNION and the DISTRICT agree that the UNION shall have only five (5) UNION stewards plus one alternate for each steward. Alternates may perform functions of stewards only in the event of the absence from work of the duly appointed steward for which they are serving as alternates.
- b. The UNION shall furnish management representatives with a written list identifying the name and the assigned work area of each steward and such list shall be kept current by the UNION.
- c. The UNION shall designate as stewards only employees who have passed an initial probationary period and have been designated as permanent employees of the Classified Service.
- d. The UNION, in exercising its right to appoint or elect stewards and alternates, understands and

agrees that said stewards and alternates are acting on behalf of the UNION in all matters set forth in this Article 20 and, therefore, the UNION is responsible for their actions.

SECTION 2. Rights of Stewards

- a. <u>Selection of Stewards</u> The UNION shall have the right to appoint or elect stewards and their alternates to assist any employee covered by this Memorandum who requests representation of his/her grievance which includes a claimed safety grievance for consideration by DISTRICT representatives.
- b. <u>Handling Grievances and Complaints</u> Stewards may receive and discuss <u>but not solicit</u> complaints and grievances of the UNION member employees on DISTRICT premises and on DISTRICT time, but only to the extent that such activities do not neglect, retard, or interfere with the work and duties of the stewards, the employees, or the operations of the department.
- c. <u>Stewards to Request Permission</u> Stewards or alternates being requested to assist any employee covered by this Memorandum on such matters during working hours shall first request permission from his/her immediate supervisors; such request must not be unreasonably denied.
- d. <u>Payment for Reasonable Time Spent During Working Hours</u> The DISTRICT shall pay the authorized stewards the applicable rate of pay for a reasonable amount of time spent in resolving such grievance during working hours.
- e. <u>Interrogation and Representation</u> This section shall apply to any interrogation of a represented employee wherein formal disciplinary action is being contemplated; however, it <u>shall not</u> apply to an interrogation of a represented employee in the normal course of work, including counseling, instruction, informal verbal admonishment, or unplanned contact.
- f. <u>Subject and Time Limitations</u> With the exception of processing grievance matters and negotiating contracts, the UNION agrees not to transact any business on DISTRICT time. It is expected that the handling of grievances will take six (6) hours or less per month. If the provisions of this section are observed being exceeded, the DISTRICT will contact the UNION and discuss the problem prior to the steward being released.
- g. <u>Number of Negotiating Representatives</u> The UNION shall have the right to have a maximum of five (5) DISTRICT employees on the UNION'S negotiating team. The UNION shall be permitted to rotate team members, if desired, during negotiations on a day-by-day basis. The provisions of this section shall not apply to persons on off duty time.

SECTION 3. Handling Grievances

- a. When requested by an employee, a steward, with permission of his/her supervisor, may assist the employee on any alleged grievance in his/her assigned work area and assist the employee in its preparation and presentation.
- b. After notifying and receiving approval of the immediate supervisor, a steward shall be allowed reasonable time off during working hours, without loss of time or pay, to contact an employee and prepare and present such grievance on behalf of an employee. The immediate supervisor will authorize the steward to leave his/her work, unless compelling circumstances require refusal of such permission, in which case the immediate supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward cart reasonably be expected to be

relieved from his/her work assignment.

- c. When a steward desires to contact an employee at his/her work location, the steward shall first contact the immediate supervisor of that employee, advise him/her of the nature of the business, and obtain the permission of the supervisor to meet with the employee. The immediate supervisor will make the employee available promptly, unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the steward when he/she can reasonably expect to contact the employee.
- d. A steward's interview or discussion with an employee on DISTRICT time will be handled expeditiously.
- e. It is recognized by both parties that stewards' functions are necessary in maintaining sound employee-employer relations on the job.

ARTICLE 21

UNION ACCESS

SECTION 1. Definition of UNION Representation

The UNION representative shall mean only those paid employees of the UNION or officers of the UNION who are not in any manner paid employees or agents of the DISTRICT. The UNION shall, within thirty (30) days of the effective date of this Memorandum, give to the DISTRICT a written list of all authorized representatives, which list shall thereafter be kept current by the UNION. Access to work locations hereunder will be granted only to representatives on the current list.

SECTION 2. Access to Work Area

Authorized UNION representatives shall (unless such access is thought by the DISTRICT representative to unduly interfere with operations) be granted access to work locations in which employees covered hereby are employed for the purpose of contacting employees they represent in matters of grievances and observing working conditions. Authorized UNION representatives desiring entrance from the appropriate DISTRICT representative shall inform said DISTRICT representative of the purpose of the visit. Said DISTRICT representative may deny access to work location if, in his/her judgment, it is deemed that a visit will unduly interfere with the operations of the department or facility thereof, in which event said DISTRICT representative will recommend an alternate time for the visit.

ARTICLE 22

PAYROLL DEDUCTIONS FOR DUES OR OTHER APPROVED DEDUCTIONS

SECTION 1. Authorization for Dues Deductions

Pursuant to the Government Code §3502 agency shop arrangement between the DISTRICT and the UNION, unit members are required as a condition of continued employment to either join the UNION or to pay the UNION a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization. Said dues, fees and/or assessments shall be deducted

from the unit members' compensation received on a bi-weekly pay period basis, and shall be remitted to the appropriate officer designated by the UNION.

SECTION 2. Legal Aspects of Section 1

The UNION shall indemnify and save the DISTRICT harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reasons of the application of this Article 22 and Article 1.

ARTICLE 23

GRIEVANCE PROCEDURE

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit or be involved in a grievance.

The grievance procedure shall be as outlined in SAN DIEGO UNIFIED PORT DISTRICT Administrative Procedure No. 128-260 and is incorporated into this agreement as Exhibit "C".

ARTICLE 24

SAFETY COMMITTEE

The DISTRICT agrees that the UNION shall be authorized to appoint one employee member to any established DISTRICT Safety Committee. Such employee member may input and discuss all agenda items which shall include new safety business. Hazardous materials questions may be raised at the committee and the committee shall receive a response as to the nature of such materials questioned in generic language.

ARTICLE 25

UNIFORM ALLOWANCE

SECTION 1. General Services Uniforms

The DISTRICT and the UNION agree that the DISTRICT will provide and maintain one (1) clean work uniform daily, including the total cost thereof, for all unit members, and the UNION agrees that it shall be mandatory that all of its members wear only such uniforms during working hours. The DISTRICT agrees to continue providing work coveralls for those employees requiring them.

SECTION 2. Uniforms for Other Classes

The DISTRICT will provide and maintain one (1) clean work uniform daily, including the total cost thereof, for any other classes designated by Management. Work coveralls shall be available on an as needed basis for employees in Class B250-CNR03, Wharfinger.

SECTION 3. Uniform Ownership

All uniforms and coveralls shall remain the sole property of the DISTRICT. Upon termination of a employee, all such property shall be returned to the DISTRICT. If any such property is lost or damaged other than through normal wear and tear, an employee shall be liable for compensating DISTRICT for such loss or damage.

SECTION 4. Community Service Officers

The District agrees to provide all Community Service Officers (CSOs) an annual uniform and equipment allowance (for any items required and authorized by the DISTRICT) up to a maximum of One Thousand One Hundred Fifty Dollars (\$1,150.00) per year commencing on October 1, 2013. This allowance will include cleaning and replacement of uniforms and equipment caused by normal usage. Additionally it will include reimbursement for Safety Shoes; therefore Article 26, Section 5 will not apply. Items which are considered uniforms and required equipment are shown in the attached Exhibit "D". The annual allowance shall be payable in one lump sum on the second paycheck in October of each year.

Employees who terminate (voluntary or involuntary) or retire shall refund any unused portion of the annual allowance on or before their termination date. The unused portion shall consist of 1/12 (one-twelfth) the annual allowance times the number of months and partial months left between the termination date and the end of the salary year.

ARTICLE 26

SAFETY EQUIPMENT

SECTION 1. Safety Clothing & Equipment

The DISTRICT, at its own cost and expense, shall furnish to all employees the appropriate special safety clothing, tools, safety devices and articles (work shoes or other personal apparel not included) to perform their assignments. The employee shall be responsible for the reasonable care of all items furnished by the DISTRICT.

SECTION 2. Clean & Safe Work Environment

The DISTRICT will provide adequate heat and ventilation in all work areas, maintain clean and sanitary restrooms and provide hot water, adequate toilet and washroom facilities and safety eye wash equipment in areas where high levels of dust are created by DISTRICT facilities.

SECTION 3. Safe Work Habits

The DISTRICT, UNION and employees agree to comply with all lawful safety rules and regulations in effect and any subsequent rules and regulations that may be adopted by the DISTRICT.

SECTION 4. Employees Use of Protective Gear and Clothing

Each employee covered by the Memorandum agrees to use and wear safety equipment provided which will protect the employee and promote his/her own health and safety.

SECTION 5. Safety Shoes

Any employee eligible for the Safety Equipment Reimbursement Program shall be reimbursed for the purchase or resole of safety shoes in an amount not to exceed one hundred and seventy-five dollars (\$175.00) per fiscal year. The Program requires that the shoes and re-sole meet certain safety standards, and that the purchase was in accordance with the Program requirements. For such employees, all shoes worn while on duty shall meet the specifications provided by the DISTRICT'S Safety Manager. Shoes may be inspected by DISTRICT representatives periodically to assure compliance with specifications. Community Service Officers are not eligible for this benefit.

ARTICLE 27

RELEASE TIME

Employees elected to the UNION negotiations committee shall be afforded reasonable time for negotiations with the DISTRICT. The DISTRICT agrees to permit three negotiation-related meetings annually for UNION membership. The purpose of such meetings shall be only for preparation for annual meet and confer sessions and ratification of Memorandum.

ARTICLE 28

SPECIAL PROVISIONS

SECTION 1. Lunchrooms

The DISTRICT agrees to continue the lunchroom facilities at General Services, the Administration Building, and other current DISTRICT-designated locations.

SECTION 2. Advancement Within Range

- a. The UNION agrees and accepts Rule 5, Section 11, Pay Advancements of the DISTRICT'S Personnel Rules and Regulations.
- b. This Rule shall be administered by the DISTRICT Management in the following manner:
 - 1. The Director, Human Resources shall notify each appointing authority as to the date an employee in the classified service is eligible to be considered for advancement at least one (1) month in advance of that date.
 - 2. The appointing authority shall, within ten (10) working days prior to the effective date when such considered normal merit increase can take effect, and after discussing with the affected employee his/her recommendation, submit to the Director, Human Resources the recommendation as to whether such merit step increase shall be granted, delayed or denied. The appointing authority must provide justification for any recommendation made based on a standard of acceptable, improvement needed, or non-acceptable, job-related performance in any one or several of the performance criteria established by the DISTRICT.
 - 3. The Director, Human Resources shall review the pertinent documentation in the employee's personnel file together with the written information submitted by the appointing authority supporting his/her recommendation and submit such recommendation to the Executive Director or his/her designated representative for final determination.

4. The Executive Director's decision shall be final and not subject to a hearing or review by the Personnel Advisory Board. Such final decision shall be transmitted by the Human Resources Office in writing to the appointing authority and employee.

SECTION 3. Use of DISTRICT Facilities

The UNION may, with proper approval, be granted the use of DISTRICT facilities during non-work hours for meeting with its members. The purpose of holding such meeting shall be only for matters pertaining to wages, hours and other terms and conditions of employment.

SECTION 4Labor Management Committee

The Labor Management Committee ("LMC") will be comprised of representatives of both the DISTRICT and the UNION. The LMC will meet on a regularly recurring basis and/or at the request of either party. The purpose of the LMC shall be to address ongoing real or potential disputes and other matters of interest and concern to the parties. Absent written agreement of the parties, no changes in terms or conditions of employment shall be effectuated as a result of the LMC meetings.

This provision in no way shall abrogate the UNION'S rights to any provision of the Meyers-Milias-Brown Act (*Government Code* §3500, *et seq.*) including the DISTRICT'S obligations to meet and consult, meet and confer over implementation and impacts, or meet and confer over mandatory subjects of bargaining pursuant to existing law, up to and including fact-finding and impasse procedures consistent with the current EERR.

SECTION 5. Removal of Adverse Reports

Written reprimands, letters of warning, and counseling sheets placed in an employee's personnel files shall, after one (1) year and upon the written request of the employee, be removed from the employee's file if there has not been any recurrence of a similar nature. If the employee's appointing authority determines that retention of the specified record is no longer appropriate, the appointing authority shall remove it from the personnel file and forward it to the Director of Human Resources. Human Resources will seal the record, subject to opening only by (1) court order, or (2) at the request of the employee. Human Resources will destroy the record as soon as legally permitted to do so.

SECTION 6. Supervision of Work Fair Project Workers

The DISTRICT agrees that only supervisory personnel will be responsible for the supervision of Work Fair Project Workers.

SECTION 7. The Use of Independent Contractors

The DISTRICT agrees to adhere to the second paragraph of Section 71.5 of the San Diego Unified Port DISTRICT Act which reads as follows:

"Nothing in this Section shall prevent the DISTRICT from employing an independent contractor to provide services of a professional, scientific, or technical nature where the DISTRICT has determined that it is impractical to have such service furnished by a person employed or to be employed in the classified service, and the employment of such independent contractor will not

require the removal, suspension, layoff, or transfer of any employee in the classified service of the elimination of any classification thereof."

SECTION 9. "F" and "G" Step Compensation Administration

Administrative Procedure No. 128-201, provides a means for rewarding and retaining employees who consistently perform the full range of their assigned responsibilities as well as meet or exceed criteria set forth in the procedure. The eligibility criteria include general, specific, and performance and behavior requirements.

ARTICLE 29

DISTRICT MANAGEMENT RIGHTS

SECTION 1. Mission of DISTRICT

It is the exclusive right of the DISTRICT to determine the mission of each of its constituent departments, divisions, boards and commissioners, set standards of services to be offered, and exercise control and discretion over its organization and operations. It is also the exclusive right of the DISTRICT to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the DISTRICT'S operations are to be conducted.

SECTION 2. New Classifications

It is the exclusive right of Management to determine when new classifications are established and when existing classifications will be reclassified or deleted.

SECTION 3. Promotion Procedures & Supervisory Ratios

It is the exclusive right of Management to determine procedures for promotions and to determine criteria for establishment of supervisory personnel, including the ratio of supervisory personnel to subordinates.

SECTION 4. DISTRICT Participation in Community Programs

It is the exclusive right of Management to cooperate and participate in community programs designed to provide work experience and on-the-job training for Work Fair Project Workers so that they may compete in the labor market. It is agreed that the use of Work Fair Project Workers will not replace regular employees, nor will they be permitted to perform tasks or use equipment which might endanger their own safety or the safety of DISTRICT employees or others.

SECTION 5. Performance Reports

It shall be the exclusive right of Management to determine employee performance reporting procedures and the job-related criteria and/or standards for evaluating employee performance.

SECTION 6. Rights Shall Be Reasonable

The exercise of the above rights shall be reasonable and shall not preclude employees or their UNION

representatives from consulting with Management representatives about the effect these decisions may have on matters pertaining to wages, hours, and other items and conditions of employment.

ARTICLE 30

DISTRICT EMPLOYEE RIGHTS

SECTION 1. DISTRICT Employee Rights

Each individual employee shall have the following rights which he/she may exercise in accordance with applicable laws, ordinances, and rules and regulations:

- a. The right to form, join and participate in the activities of employee organizations or his/her own choosing for the purpose of representation on matters of his/her employee relations with the DISTRICT or to refuse to join or participate in the activities of any employee organization.
- b. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of his/her department head, his/her supervisor, other employees or employee organizations, or with respect to any lawful activity associated therewith which is within the scope of representation.

ARTICLE 31

UNFAIR EMPLOYEE RELATIONS PRACTICES

SECTION 1. Unfair Employee Relations Practices by DISTRICT

It shall be an unfair employee relations practice for the DISTRICT and its Management representatives:

- a. To interfere with, restrain, discriminate, intimidate or coerce employees in the exercise of the rights recognized or granted in this Memorandum.
- b. To dominate or interfere with the formation of any employee organization or contribute financial support to it, provided the rights recognized or granted to employee organizations in this Memorandum shall not be construed as financial support.
- c. To refuse to meet and confer in good faith with representatives of recognized employee organizations on matters within the scope of representation.
- d. To refuse to furnish the UNION in writing with a correct list of DISTRICT representatives with whom the UNION shall confer in good faith in the adjustment of grievances or hazardous working conditions.

SECTION 2. Unfair Employee Relations Practices by the UNION

It shall be an unfair employee relations practice for the UNION, its representatives or members:

a. To interfere with, restrain, discriminate, intimidate or coerce in the exercise of the rights recognized or granted in this Memorandum.

- b. To refuse to meet and confer in good faith with DISTRICT officials on matters within the scope of representation.
- c. To refuse to furnish the DISTRICT in writing the names of the representatives, shop stewards and/or their alternates.

The remainder of this page has been left purposely blank.

The foregoing pages represent the Tentative Memorandum of Understanding between the Managerhant of the San Diego Unified Port District and the California Teamsters, Public, Professional & Medical Employees Union, Local 911, subject to the procedure in Article 2. Implementation.

For the DISTRICT:

For the UNION:

Randa J. Coniglio	Date	Chester Mordasini	Date
Karen G. Porteous	Date	Bill Bowers	Date
John A. Bolduc	Date	Scott Lewis	Date
Michelle A. Corbin	Date	Francisco Alvarez	Date
Ellen F. Gross	Date	Ruben Rico	Date
William D. McMinn	Date	David Carrillo	Date
Marcus J. Cromartie	Date	Nicolasa Tatum	Date

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MEMORANDUM OF UNDERSTANDING

Between the

SAN DIEGO UNIFIED PORT DISTRICT

3165 Pacific Highway

San Diego, California 92101

and

CALIFORNIA TEAMSTERS,

PUBLIC, PROFESSIONAL & MEDICAL EMPLOYEES UNION

LOCAL 911 – NON-SWORN SAFETY PERSONNEL

9900 Flower Street

Bellflower, California 90706

October 1, 2016through September 30, 2021

This Memorandum of Understanding is made and entered into this <u>1st of October 2016</u>, by and between the Authorized Management Representatives (hereinafter referred to as "Management") of the San Diego Unified Port District (hereinafter referred to as "DISTRICT"), and the CALIFORNIA TEAMSTERS, PUBLIC, PROFESSIONAL & MEDICAL EMPLOYEES UNION, LOCAL 911 (hereinafter referred to as "UNION").

PREAMBLE

It is the purpose of this Memorandum of Understanding (hereinafter referred to as "Memorandum") to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to clarify DISTRICT ordinances, rules and regulations and administrative procedures, thereby providing an orderly, peaceful, and equitable means of resolving any misunderstanding or differences which may arise under this Memorandum; and to set forth the entire understanding of the parties reached as a result of good faith meeting and conferring regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum.

The term Salary Ordinance as used in this document refers to Ordinance No. 2735, approved by the Board of Port Commissioners on September 8, 2016 and any ordinances that amend or supersede it during the term of this Memorandum. The wages, hours, terms, and conditions of employment contained in the Salary Ordinance applicable to employees represented by the UNION shall remain in full force and effect throughout the term of this memorandum, unless modified through the meet-and-confer process.
Additionally, any provision of this Memorandum requiring action by the DISTRICT Executive Director, shall allow for the Executive Director to delegate said authority.

ARTICLE 1

RECOGNITION

The DISTRICT recognizes the UNION as the exclusively recognized employee organization representing those employees in the classifications of Public Safety Dispatcher and Lead Public Safety Dispatcher. It is mutually agreed that it is the intent of the parties to include in the bargaining unit any non-sworn safety personnel in the public safety dispatcher or non-sworn communications class of title as long as the position is not a confidential, supervisory, or represented by any other formally or informally recognized bargaining unit. The salary of the position will be established consistent with DISTRICT policies and collective bargaining requirements.

ARTICLE 2

IMPLEMENTATION

The provisions of this Memorandum represent a mutual understanding of both parties in accordance with the provisions of the Meyers-Milias-Brown Act, Government Code Section 3500 <u>et seq</u>. of the California Government Code. The provisions as contained in this Memorandum shall not be binding on either party until this Memorandum is approved by the Board of Port Commissioners of the SAN DIEGO UNIFIED PORT DISTRICT through the adoption of appropriate ordinances and/or resolutions and ratified by UNION membership. Should there be any conflicts between the terms of this Memorandum and the ordinances, rules, regulations, policies and/or procedures of the DISTRICT, this Memorandum shall be controlling.

ARTICLE 3

<u>TERM</u>

The term of this Memorandum shall commence <u>October 1, 2016</u>, and shall expire and otherwise be fully terminated at 12:00 midnight on <u>September 30, 2021</u>.

ARTICLE 4

RENEGOTIATION

SECTION 1. Schedule for Successor Memorandum

In the event the UNION desires to meet and confer in good faith on the provisions of a successor Memorandum, it shall serve upon the DISTRICT, not later than <u>June 30, 2021</u>, its written request to commence meeting and conferring in good faith as well as its full and entire written proposal for such successor Memorandum. Upon receipt of such written notice and proposals, meet and confer shall begin not later than <u>August 1, 2021</u>.

In all other instances where engaging the meet and confer process is a lawful condition precedent to the changing of matters within the scope of representation, the party desiring to initiate the meet and confer process shall serve a written proposal in this regard not later than thirty (30) calendar days prior to the anticipated implementation date of the change in terms and conditions of employment. The notice requirements set forth herein shall not be applicable in cases of emergency as that term is utilized in Government Code § 3504.5.

SECTION 2. Duration of this Memorandum

This Memorandum may remain in full force and effect for one year from the date it would have terminated as set forth in Article 3, Term, and from year to year thereafter if expressly agreed to in writing by each of the parties each year. Nothing herein contained is intended to preclude the parties from meeting and conferring as specified in Section 1 of this Article or at any other time on matters provided for in the Meyers-Milias-Brown Act.

ARTICLE 5

<u>RIGHTS</u>

SECTION 1. Rights of Employees

The parties mutually recognize and agree fully to protect the rights of all employees covered to join and participate in the activities of the UNION and all other rights guaranteed by law. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of the exercise of these rights or any other rights prescribed by law.

SECTION 2. Rights of Management

It is agreed that except as specifically delegated, abridged, granted or modified by this Agreement, all the rights, powers, and authority the DISTRICT had prior to the signing of this Agreement are retained by the DISTRICT and remain the exclusive right of management without limitation.

SECTION 3. Non-Discrimination

The provisions of this Memorandum shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, disability, sexual orientation, gender identity, political or religious opinions or affiliations.

ARTICLE 6

HOURS OF WORK

SECTION 1. Definitions

- a. <u>Work Day</u> The normal work day within a consecutive twenty-four (24) hour period shall be defined as twelve (12) consecutive hours of work inclusive of a meal period as further defined.
- b. <u>Payroll Workweek</u> The payroll workweek commences on Friday of each week at 12:01 a.m. and ends on the following Thursday at midnight.
- c. <u>Workweek</u> The normal workweek shall consist of three (3) scheduled workdays and one (1) additional eight-hour workday every other week.
- d. <u>Workweek Shift</u> A scheduled workweek shift for an employee will be based upon the <u>Workweek</u> as set forth in "c." above, however, the scheduled shift may vary in days and hours. An employee's scheduled workweek shift may begin on any day of the payroll workweek. This does not preclude use of split workweek shifts such as a combination of days and nights.

e. <u>Pay Period</u> – A pay period is defined as 80 hours.

SECTION 2. Scheduling of Workweek Shifts

a. The DISTRICT is willing to continue the assignment of qualified dispatchers to shifts subject to the following:

Employees shall participate in bid for shifts. Employees shall have their workweek shift scheduled by means of the current process utilized by the department or by another process determined and mutually agreed to by the UNION and DISTRICT. The duration of each shift will be three (3) months. Shift change will occur on the first day of the first new pay period in January, April, July and October. The Dispatcher Supervisors will prepare the bid for shift schedule and post it at least three (3) months prior to shift change.

Dispatchers will have three (3) days to bid for their shift. It is the employee's responsibility to know when their turn is and to make their choice in a timely manner. If a dispatcher is on days off when their turn becomes available, they may leave their choice with a dispatch supervisor to be added to the bid. If a choice is not made within three (3) days the next person in line will make their selection and the bid will continue.

A bid for shift will not be accepted from dispatchers currently assigned to communications training. Dispatchers in training will assume the same shift and days off as the Communications Training Officer (CTO) to whom they are assigned. Upon successful completion of communications training, dispatcher will be assigned to meet the requirements of the department and will be eligible to bid for shift for the next shift change.

Dispatchers on probation may not bid for or be assigned by default to the same shift. This is to ensure a veteran is assigned to each shift. If two (2) probationary employees will be assigned to the same shift by default, the dispatch supervisor will review the last three (3) bid choices to see where the probationary employee who last bid can be placed.

b. The Chief of Harbor Police shall have the right, at any time, to transfer employees who have been assigned to a shift under this section in order to meet the operational needs of the department and DISTRICT.

SECTION 3. Fixed Starting and Quitting Times

Employees shall be scheduled to work on regular work shifts, having regular and fixed starting and quitting times. These work schedules shall be made known to all employees, and shall not, insofar as practical, be changed without five (5) calendar days written notice to the employee, with the following exceptions:

1. Should it be necessary to change these work schedules without the customary five (5) calendar days written notice to the employee, then the first consecutive eight (8) hours worked on the new work schedule shall receive extra compensation at time and one-half the employee's regular rate of pay as set forth in Exhibit "B" of the Salary Ordinance.

SECTION 4. Standby Time

Any non-exempt employee in the bargaining unit who is assigned a standby shift consisting of one (1) 8-hour work shift wherein the employee must remain available on call to return to work to perform an essential service, shall be paid one (1) hour's compensation at the regular rate for each 8-hour standby assignment.

SECTION 5. Personal Cleanup

If germane to the nature of the work performed, employees shall be permitted fifteen (15) minutes at the end of each work shift to perform such activities as cleaning up a work area, putting away tools, personal washing-up, and changing clothes.

SECTION 6. Meal Period

The DISTRICT agrees when staffing levels are appropriate to respond to operational need and requirements, dispatchers will be allowed a meal period of no less than thirty (30) minutes and no longer than sixty (60) minutes without loss of pay. Dispatchers, while on their meal period, may be required to immediately report back to work if operationally necessary.

SECTION 7. Minimum Down Time

Dispatchers shall have a minimum of eight (8) hours of rest in between shifts, except in the case of a bona fide emergency as designated by the Chief of Harbor Police.

ARTICLE 7

OVERTIME

SECTION 1. Overtime Work and Compensation

- a. Overtime is understood to be work in addition to forty (40) hours per workweek.
- b. It is agreed that work schedules will not be modified solely to eliminate or avoid overtime, however, an employee may volunteer to modify his/her work schedule to avoid overtime. When mutually agreed between employee and supervisor, overtime may be traded hour-for-hour for time off within the employee's workweek. Absent mutual agreement, the employee is entitled to work the full assigned schedule, and the supervisor is entitled to decline a request to trade for time off.
- c. Extra compensation shall be paid at time and one-half the employee's regular rate of pay as set forth in Exhibit "C" of the Salary Ordinance. The regular rate for the purpose of computing extra compensation shall include any and all paid differentials to which such employee is entitled.
- d. All time paid for annual leave, sick leave, injury leave, court leave, military leave and holidays shall count as time worked toward the basic forty (40) hour workweek of employees in the payment of overtime.
- e. Two (2) employees may agree, solely at their option and convenience, and with the approval of the supervisor, to substitute for one another during scheduled work hours in performance of work in the same capacity. The hours worked shall be excluded from the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift in the calculation of overtime. Where two employees voluntarily trade shifts, with the approval of the supervisor, the traded shifts must both occur within the same pay period.
- <u>f.</u> Details of selection and assignment of overtime will be agreed to by the DISTRICT and the UNION. The process will be memorialized in Administrative Procedure 152-###.

SECTION 2. Required Overtime

The dispatch supervisors will post an overtime sign up sheet at least four (4) weeks in advance of the vacant shifts. If minimum staffing levels are not met with voluntary sign up, overtime will be assigned and every effort will be made to give ten (10) days notice to the affected employee.

When overtime work is required and there is no qualified volunteer to fill the vacant shift, the selection of those to work overtime shall be based on reverse order of seniority within the same classification in accordance with Article 15 of the M.O.U. Employees on scheduled annual leave, who have a waiver for education, or who have other prearranged schedule as approved by the appointing authority will be exempt.

SECTION 3. Voluntary Overtime for Breaks

When there are two (2) or less dispatchers on duty, the District shall permit voluntary overtime for a replacement dispatcher for a period not to exceed four (4) hours in one shift for the purpose of ensuring that each dispatcher on duty receives a break of no longer than one (1) hour comprised of a meal break as set forth in Article 6, Section 6 of the Memorandum per twelve (12) hour shift. No dispatcher may volunteer for voluntary overtime under this provision unless he or she has had a minimum of eight (8) hours off between shifts.

ARTICLE 8

CALLBACK

Section 1. General Provisions

Callback is defined as work required of an employee who, following the completion of his/her normal work shift and departure from his/her place of employment, is ordered by the DISTRICT to report back to duty in person at a DISTRICT work site to perform necessary work, at least three (3) hours prior to his/her next scheduled work shift. In all such cases, as defined herein, the employee shall receive a minimum of three (3) hours at time and one-half his/her regular rate of pay. In the event an employee is called in to work within less than three hours prior to the commencement of his/her next work shift, the employee shall be compensated at his/her rate at time and one-half for each hour or portion of hour thereof worked prior to regular work shift. Reasonable transportation time to and from the employee's work location shall be considered as time worked in recording callback time as defined above.

Section 2. Required Staff Meetings and Training

When employees represented by this bargaining unit are required by the department to participate in staff meetings or training on their days off, they will be paid a minimum of three (3) hours and actual time for each additional hour past three (3) hours. Transportation time to and from the employee's meeting or training location shall not be considered as time worked in recording callback time as defined above.

Health Benefits Committee meetings, Labor Management Committee and sub-committee meetings are designated as mandatory meetings for the purposes of this Section.

When employees attend offsite training, the DISTRICT agrees to pay for each hour of training as time worked based upon the total length of the training as set forth in the training announcements.

ARTICLE 9

SECTION 1. Holiday Dates

DISTRICT holidays shall include the following days:

- 1. Veterans' Day
- 2. Thanksgiving Day
- 3. Day after Thanksgiving Day
- 4. Christmas Eve
- 5. Christmas Day
- 6. New Year's Eve Day
- 7. New Year's Day
- 8. Martin Luther King, Jr. Day
- 9. Presidents' Day
- 10. Cesar Chavez Day
- 11. Memorial Day
- 12. Independence Day
- 13. Labor Day

Holidays shall be observed in the following manner for the term of the Agreement. The DISTRICT will determine the precise date of observance for each holiday on an annual basis.

SECTION 2. Holiday on Sunday or Saturday

- a. When a designated holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.
- b. When a designated holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.
- c. Solely as regards Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Fourth of July, Veteran's Day, and Cesar Chavez Day, the actual date of such holidays shall be utilized in determining eligibility for holiday usage and/or holiday compensation, regardless of whether or not said holidays fall on Saturday or Sunday.

SECTION 3. Annual Leave or Cash in lieu of Holiday

- a. When a designated holiday falls on a regularly scheduled day off, a non-exempt employee may elect to receive holiday pay in cash or may elect to accrue eight (8) hours of annual leave, subject to subparagraph e. below.
- b Any non-exempt employee who is regularly scheduled to work on a DISTRICT holiday and who does work at least an eight (8) hour shift on such holiday may elect to receive holiday pay in cash or elect to accrue eight (8) hours of annual leave and receive pay for only the hours worked on such holiday, subject to subparagraph e. below.
- c. Any non-exempt employee who is regularly scheduled to work on a DISTRICT holiday but <u>does not work</u> because of illness, and/or does not work the full assigned shift, may elect to receive holiday pay in cash or elect to accrue eight (8) hours of annual leave and receive pay for only the hours worked on such holiday, subject to subparagraph e. below.

- d. Any non-exempt employee shall, in addition to compensation for hours actually worked on a holiday, be entitled to compensation in cash at one-half (1/2) times their regular rate for the number of hours earned by reason of performing such ordered holiday work.
- e. For employees who have reached the annual leave accrual maximum, the choice of cash or time off for holidays as defined in this Section 3. is restricted to cash only, until the employee's accrual drops below the maximum.

ARTICLE 10

WORK ON DESIGNATED HOLIDAYS

When a DISTRICT designated holiday falls within an employee's normal payroll workweek and the employee is scheduled to work, the employee will be credited with eight (8) hours toward his/her regular forty (40) hour week. In addition, the employee required to work on a designated holiday will be compensated at the rate as provided in the Salary Ordinance on the holiday.

ARTICLE 11

COURT LEAVE

An employee who is required by court order to serve as a juror or as a witness who is not a party to a court action, shall be granted leave for such purpose upon presentation of proof of the period of his/her required attendance to the appointing authority. A full time, permanent employee shall receive regular pay of no more than eight (8) hours per day for the time he/she serves on court duty in lieu of his/her regularly scheduled workday.

Any employee who is on court leave and is also regularly scheduled to work a night shift will be given jury duty leave, the same as an employee who is scheduled to work days and is selected for jury duty, or as a witness who is not a party to the court action.

Administrative Procedure No.128-234 will govern all other provisions. Any employee who has been summoned to court to serve on behalf of the District will be reimbursed for parking fees and mileage subject to the District's travel reimbursement and petty cash guidelines.

ARTICLE 12

EMERGENCY LEAVE

The term Emergency Leave is used to make a clear differentiation between leave credits used by the employee for personal illness and leave credits used for family emergency concerning only illness and/or death within the immediate family of the employee. Employees may use any annual leave credits available.

In interpreting the Emergency Leave definition in the District Personnel Rules and Regulations, the DISTRICT shall construe the meaning of "necessary absence from work of an employee because of emergency illness of a member of his/her family" to include the necessary passive presence with a critically ill, injured or disabled immediate family member when substantiated in writing by a competent medical authority, if requested by the Director, Human Resources.

"Immediate family" as used shall mean spouse, domestic partner, son, daughter (including stepson and stepdaughter), mother, father or recognized legal guardian, brother and sister, mother-in-law, father-in-law,

grandparents, whether or not the above are living in the employee's household; and other relatives ¹³ of ³¹ are currently residing in the employee's household.

ARTICLE 13

SPECIAL LEAVE WITHOUT PAY

Any employee who is unable to perform the essential functions of his/her work, or who, for any reason considered good by the appointing authority and the Director, Human Resources, desires to secure leave from his/her regular work may be granted special leave of absence without pay for a period not exceeding one (1) year. For good cause, such leave may be extended upon approval of the appointing authority and the Director, Human Resources. An employee asking for special leave without pay shall submit his/her request on prescribed forms with a transmittal letter, stating his/her reasons for the request. The appointing authority who endorses such request shall recommend, and the Director, Human Resources, shall determine whether the employee shall be entitled to his/her former position on his/her return from such leave, and the period of said entitlement, or whether his/her name shall be placed on the eligible list for the class, subject to passing the prescribed DISTRICT medical examination, if appropriate.

ARTICLE 14

BULLETIN BOARDS

The DISTRICT will furnish, for the exclusive use of the UNION, adequate bulletin board space at reasonable locations. The boards shall be used only for the following subjects:

- a. Information on UNION elections and the results. Steward's reports and notices.
- b. Reports of official business of the UNION including reports of committees or the Executive Board.
- c. Scheduled UNION meetings and news bulletins.
- d. UNION membership benefits, programs and promotions.
- e. Any other written material which first has been approved by the President or his/her designated representative.

ARTICLE 15

SENIORITY

Seniority shall mean the status attained by length of continuous service within a classification represented by this bargaining unit.

Seniority shall be determined from the day of an employee's official appointment to a classification represented by this bargaining unit.

A probationary employee shall have no seniority until the employee has completed a probationary period. Upon the completion of the probationary period, the employee will acquire seniority from the date of hire.

An employee transferred or promoted shall accrue no seniority in the new position until completion of six (6)

months in pay status in the new position. The employee's total seniority shall be credited. A reassign ment within a class within a department from one job to another does not interfere with accumulation of seniority.

In the event of a tie of seniority within a classification, seniority will be determined by length of continuous DISTRICT service.

Any disagreement over the application of any method of applying seniority utilized by any department will be subject to the grievance procedure.

This section will not apply to layoffs or other personnel actions retained as a management right. Seniority for those actions will mean status attained by length of continuous DISTRICT service.

ARTICLE 16

PERSONNEL PRACTICES

SECTION 1. Removal for Cause or Other Disciplinary Action

- a. The DISTRICT shall advise a permanent employee in the Classified Service of his/her right to representation and provide a statement in writing of the reason or reasons whenever any disciplinary action against the employee, as provided for in Rule 14 of the Personnel Rules and Regulations, is contemplated.
- b. All formal appeals relating to removal for cause shall be submitted in writing to the DISTRICT in accordance with Rule 14, Personnel Rules and Regulations.

SECTION 2. Vacancies

- a. No department shall intimidate or encourage qualified eligibles from a certification list to waive appointment. Waivers shall be an employee decision only and shall normally be submitted in writing by the employee. Violations of this section shall be subject to the grievance procedures.
- b. Department representatives (management and supervisors) shall not in any manner intimidate or discourage any employee from applying for any position vacancy in the DISTRICT for which the employee chooses to apply. The determination as to whether an employee qualifies will be made in accordance with the Personnel Rules and Regulations.

SECTION 3. Dismissal During Initial Probation

The DISTRICT'S present Personnel Rules and Regulations governing probationary employees are acceptable. It is understood that an employee is not entitled to any advance notice of dismissal, but that the DISTRICT may give some notice or warning at its discretion, by performance evaluation or otherwise.

SECTION 4. Reclassification

a. Positions where the duties have changed materially may be reclassified to the more appropriate classification whether they be now or already in existence. However, reclassification shall not be used for the purpose of avoiding restrictions surrounding promotions and demotions as provided in the Personnel Rules and Regulations.

SECTION 5. Promoted Permanent Employees

The purpose of this section is to clarify the status of an employee who has obtained permanent status as a permanent employee as prescribed by Rule 9, APPOINTMENTS, when such employee is promoted to a higher classification in the DISTRICT Classified Service. If in the event any such promoted employee fails the probationary period as prescribed by said Rule, the employee shall retain his/her rights as a permanent employee of the DISTRICT Classified Service and be returned to his/her former position.

SECTION 6. Examinations and Promotions

- a. <u>Advancement Through Promotions</u> Except as otherwise provided in the Personnel Rules and Regulations, vacancies in the higher classes of positions shall be filled as far as practicable and consistent with the best interest of the DISTRICT by promotion following competitive tests. Any advancement in rank shall constitute promotion. Whenever any examination is to be held to establish an eligible list for any class, the Executive Director shall decide whether a promotional or open examination shall be held.
- b. <u>Eligibility for Promotional Examinations</u> Promotional examinations shall be open to any employee who has completed at least six (6) months of DISTRICT service immediately preceding the final date of filing applications, whose last performance rating was at least satisfactory or, at the discretion of the Executive Director or the Director, Human Resources, may be limited to employees who have completed one or more years of satisfactory DISTRICT service and who possess the essential experience requirements of the higher position.
- c. <u>This provision creates no obligation</u> on the part of the DISTRICT to give any notice as to a decision to fill vacancies by open examination; but if, prior to the DISTRICT putting such a decision into effect, the UNION so desires, it may consult with management representatives regarding the merits of such decision; and thereafter, the DISTRICT will advise the UNION of its final decision prior to announcement.

SECTION 7. Drug and Alcohol Abuse Policy

The UNION has reviewed and agrees to support the Drug and Alcohol Abuse Program as outlined by the DISTRICT.

SECTION 8. Injury Leave Policy

The UNION has reviewed and agrees to support the Injury Leave Policy as outlined by the DISTRICT.

SECTION 9. Annual Leave Accrual

All District employees are subject to the accrual rates as specified in Rule 10 .1 Annual Leave for Vacation, Section 2 – Accrual Rate.

Effective October 1, 2014 the accrual of annual leave and the maximum accrual amounts will be modified as follows:

Years of Service	Accrual Rate	Maximum Accrual
0-5 years	144 hours	432 hours
6-10 years	184 hours	552 hours
11-15 years	224 hours	552 hours
16+ years	254 hours	632 hours

SECTION 10. The Uniformed Services Employment and Re-employment Act (USERRA)

USERRA protects service members' reemployment rights when returning from a period of service in the uniformed services, including those called up from the reserves or National Guard, and prohibits employer discrimination based on military service or obligation. The U.S. Department of Labor's (DOL) Veterans' Employment and Training Service (VETS) administers USERRA. The District's Military Leave of Absence Policy and Rule 10.8 – Military Leave are the source documents used for compliance.

ARTICLE 17

ANNUAL LEAVE SCHEDULING

Scheduled periods of annual leave for vacation purposes shall be posted by the DISTRICT, and such schedules shall reflect the needs and desires of DISTRICT employees when practical.

Employees shall be entitled to take authorized annual leave in accordance with the following procedures:

- a. At least annually, the Public Safety Dispatcher Supervisor shall prepare and post, no later than September 1, an annual leave schedule for all employees for the following calendar year.
- b. The employee with the greatest seniority will be given the opportunity to request first choice of a schedule, with the other employees being given their choice of schedules in descending order of seniority.
- c. Dispatchers will schedule their annual leave by meeting with the Public Safety Dispatch Supervisor, beginning on September 1st of each year, according to seniority. The bid shall be completed no later than September 20th of each year.
- d. There will be two (2) rounds to choose annual leave. In round one, each dispatcher with less than fifteen (15) years of District service as of January 1st of the upcoming vacation bid may pick up to three (3) work weeks, or approximately one hundred twenty (120) hours, of annual leave. Dispatchers who have completed at least fifteen (15) years of service as of January 1st of the upcoming vacation bid may pick up to four (4) work weeks, or approximately one hundred sixty (160) hours of annual leave. This annual leave will be taken in a minimum of one (1) week increments with a maximum of three (3) separate choices/blocks of time.

The second round can be chosen by two (2) additional work weeks, or one (1) week and two (2) individual days, or three (3) individual days.

- e. Having once made such a choice, no employee may change his or her schedule if such change will conflict with the choice of any other employee or unless the affected employee, with the notification to Management, agrees to such a change.
- f. For the purposes of this Article, employees waive any seniority rights they may have had until the next annual leave period once the annual leave schedule has been prepared.
- g. For the purpose of this Article, seniority shall be defined as the total amount of continuous service within a classification within the department.
- h. All annual leave requests are subject to approval of the dispatch supervisor, supervisor for the communications unit, or designee.

i. If operational needs permit, occasional requests for annual leave on shorter notice for good cause will be considered. The department will respond to such requests within five (5) calendar days.

Eligible employees may take earned annual leave on the first day of the any period following the pay period in which it is earned. The minimum amount of annual leave credit that may be used, except in the case of separation or change from biweekly or monthly rate of pay to another rate of pay, shall be one-quarter (1/4) hour.

ARTICLE 18

TEMPORARY ASSIGNMENT IN A HIGHER CLASSIFICATION

SECTION 1. Temporary Assignment Differential

- a. An employee accepting and performing a temporary assignment in a class with a higher standard range or band shall be paid at a rate approximately five percent (5%) higher than the employee's regularly assigned rate, provided the incumbent is expected to be absent for at least five (5) consecutive scheduled work days.
- Assignment is at the discretion of the appointing authority; however, payment may not be waived so long as employee is assigned and qualified. Such assignment may require the employee's prior written consent. It is not the intent of the DISTRICT to use temporary assignment of lower paid workers to permanently fill a vacancy.

SECTION 2. Acting Pay

Acting pay may be granted in lieu of the differential, if assignment is expected to be over thirty (30) calendar days, at either the rate of compensation of such acting assignment or at least five percent (5%) higher than the employee's regularly assigned rate.

SECTION 3. Record of Working in Higher Classification

The DISTRICT agrees that when an employee is assigned to a higher classification, a record be kept on his/her performance of that higher classification for promotion.

ARTICLE 19

COMPENSATION AND BENEFITS

SECTION 1. The Establishment of Compensation Rates

- a. Effective on the 31st day from the passage of the Salary Ordinance, employees covered by this Memorandum shall be compensated at the unadjusted base salary appropriate for each individual Employee's step within the salary range. Said base salary shall be provided for in the Salary Ordinance, Exhibit "C".
- b. The Salary Ordinance shall reflect the following approximate unadjusted base salary increases for the term of this MOU:
 - i. October 1, 2016 across the board increase will be 3.0%.
 - ii. Second through 5th year salary increases will be a minimum of 1.5%.

The 2nd through 5th year salary increase could be greater than the ^{131 B} minimum to a maximum of 3.0% based on the results of the DISTRICT. The potential salary increases will be based on the DISTRICT'S percentage growth year over year in Operating Revenue:

- If Operating Revenue increases year over year by 4.0% to 4.49%, then the salary increase will be 2.0%.
- If Operating Revenue increases year over year by 4.5% to 4.99%, then the salary increase will be 2.5%.
- If Operating Revenue increases year over year by 5.0% or more, then the salary increase will be 3.0%.

For purposes of this Memorandum, Operating Revenue is defined as revenues from District operations. Examples include but are not limited to: Real Estate Development, Port as a Service, Attractions and Advertising, Maritime, Harbor Police, Aquaculture/Blue Technology and Miscellaneous. Operating Revenue is currently referred to in the FY16/17 Annual Budget, Budget in Brief, Section 1, page 12.

c. The DISTRICT agrees to place lead classification into a step range that is 15% above the highest paid subordinate classification "E" step.

d. The method of payment of overtime shall be as described by the Salary Ordinance and the Personnel Rules and Regulations.

e. The list of classifications and salary schedule will be incorporated into this agreement as Exhibit "A and B".

Operating RevenueOperating Revenue

SECTION 2. Health, Life & Dental Insurance Benefits and Retirement Benefits

a. <u>Health Insurance</u> - The DISTRICT agrees to pay the entire premium cost for eligible employees enrolled in the Health Maintenance Organization (HMO) plan. The DISTRICT also agrees to pay fifty-five percent (55%) of the premium for dependent coverage in either the HMO or PPO plan.

All employees enrolled in the Preferred Provider Organization (PPO) plan will be required to pay an additional \$100 monthly contribution to subsidize the cost of the employee-only coverage.

- b. <u>Life Insurance</u> Effective October 1, 2016, the DISTRICT agrees to pay the premium on the DISTRICT sponsored Fifty Thousand Dollar (\$50,000.00) term life insurance program as set forth in the Salary Ordinance for all employees who are members of the bargaining unit and to make supplemental coverage available at the employee's cost. Such supplemental coverage will be in accordance with all laws governing such programs and in keeping with the DISTRICT'S current supplemental life insurance program.
- c. <u>Dental Insurance</u> The DISTRICT shall pay the entire employee premium cost for any DISTRICT authorized dental plan. The DISTRICT shall also pay fifty-five percent (55%) of the premium for dependent coverage for any DISTRICT authorized dental plan.

d.. <u>Health Benefits Committee</u> – The UNION agrees to send two (2) representatives, with one (1) designated alternate, to attend and participate on the Health Benefits Committee. A UNION retiree may

attend. The work of the Committee shall not be considered a meet and confer re-opener and the meet and shall not be considered meet and confer sessions as that term is used in Government Code §3500 et seq. Rather, the scope of the Committee's duty shall consist of a mutual exploration by the parties of including but not limited to available alternative health benefit plans, plan design, education, and ways to ensure the sustainability of the DISTRICT's benefits program. The Committee is authorized to make recommendations to DISTRICT representatives regarding matters set forth herein. However, the recommendations of the Committee are advisory only and are not binding upon the DISTRICT. The frequency, time and location of the Committee meetings shall be as determined by the Committee members. This provision in no way shall abrogate the UNION'S rights to any provision of the Meyers-Milias-Brown Act (*Government Code* §3500, *et seq.*) including the DISTRICT's obligations to meet and consult, meet and confer over implementation and impacts, or meet and confer over mandatory subjects of bargaining pursuant to existing law up to and including fact-finding and impasse procedures consistent with the current "EERR".

e. <u>Wellness Reimbursement Benefit</u> - The DISTRICT agrees to establish a wellness reimbursement benefit of \$200.00 maximum per employee for each year of the Memorandum. The DISTRICT and the UNION agree the Health Benefits Committee shall determine the eligible criteria for reimbursement.

Effective January 1, 2014, the wellness reimbursement will increase to \$225. Employees shall submit receipts to Finance for the calendar year no later than December 1st of each year.

f. <u>Retirement Plan</u> - Beginning October 1, 2005 new hires will not be eligible for the following retirement plan provisions: Deferred Retirement Option Plan (DROP); Purchase of Service, except those purchases guaranteed by state and federal law; or the supplemental benefit ("Thirteenth Check"). For bargaining unit members hired on or after October 1, 2006, the service years required for eligibility for retiree health insurance will be raised from five (5) to ten (10) years. Additionally, employees hired on or after October 1, 2006 will have their retirement benefits based on an average of the three highest years salary.

For bargaining unit members hired prior to October 1, 2006, the DISTRICT will pay into the retirement system an amount not to exceed seven percent (7%) of each employee's gross wages (the "Offset") as prescribed for in the Salary Ordinance. For bargaining unit members hired on or after October 1, 2006, the DISTRICT will pay into the retirement system an amount not to exceed five percent (5%) of each employee's gross wages (the "Offset").

Effective March 31, 2004, the DISTRICT implemented what is referred to as the 3% at 60 retirement plan.

The DISTRICT agrees to maintain the following benefit components as described in the DISTRICT's current plan document dated March 24, 2008, for the duration of the careers of all bargaining unit employees in the bargaining unit as of October 1, 2008 as follows:

- The most advantageous retirement calculation factor for general members.
- The vesting and eligibility requirements
- The industrial disability benefits
- The non-industrial disability benefits
- The death benefits

Further the DISTRICT agrees to maintain the following benefit components as described in the DISTRICT's current Amended and Restated San Diego Unified Port District Retirement Plan and Trust dated March 24, 2008, and as may be amended from time to time.

- Deferred Option Retirement Program ("DROP").
- The Supplemental Benefit ("13th Check").

• Purchase of Permissive service credits ("air time").

- The DISTRICT's pick up of a portion of the employee's retirement contributions ("offset").
- g. <u>Retiree Benefits</u> The DISTRICT agrees to provide retiree medical, dental, and basic life/AD&D insurance for the duration of the careers of current employees as of October 1, 2008 and for the remainder of their lives. The DISTRICT cannot agree to guarantee retiree dependent coverage. The DISTRICT reserves the right to modify the retiree medical, dental and basic life/AD&D, including plan design and/or changes in insurance carrier. It is the express intent of the DISTRICT to afford retiree medical, dental and basic life/AD&D for those currently employed as of October 1, 2008 for the remainder of their lives and that these benefits are vested without reservation.

Reopener for Health/Dental - Due to escalating health care costs and the ongoing work of the h. employee Health Benefits Committee, the parties agree to reopen this Agreement to review the health care benefits for the purpose of reaching mutually acceptable changes to them. Additionally, at such time as regulations are issued implementing the Affordable Care Act (ACA), the DISTRICT and UNION will meet and confer to review the impact of such regulations on the benefit plans then in force. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this MOU will be modified or may be affected by the ACA during the term of this Memorandum, it is agreed that the DISTRICT and UNION will reopen the Agreement to meet and confer and determine how such mandated changes will be implemented, and to include addressing other health plan options. The DISTRICT will provide the UNION a 30-day notification and information period to review any and all benefit elements for the purpose of meet and confer. This provision in no way shall abrogate the UNION's rights to any of the Meyers-Milias-Brown Act (Government Code §3500, et seq.) including the DISTRICT's obligations to meet and consult, meet and confer over implementation and impacts, or meet and confer over mandatory subjects of bargaining pursuant to existing law up to and including fact-finding and impasse procedures consistent with the current "EERR".

SECTION 3. Extra Compensation for Certain Classes for Performing Special Tasks

- a. Dispatchers qualified and assigned as communication training officers to train anyone as a dispatcher shall be paid an extra one-dollar twenty-five cents (\$1.25) per hour. Employees must maintain a California POST Communications Training Officer certificate at all times to be eligible for and receive this compensation.
- b. If the Supervisor or lead is not on duty and/or present in the Communication Center, the DISTRICT agrees to pay acting pay of 5% above regular rate of pay for the most senior dispatcher on duty for one hour minimum or time actually acting as lead.
- c. Dispatcher Education Achievement Any employee in the Dispatcher and Lead Dispatcher that obtain their P.O.S.T. Dispatcher Intermediate or Advanced Certificate will receive a one-time, non-pensionable Education Achievement stipend based on the following schedule:
 - Intermediate Certificate Four Hundred dollars (\$400.00)
 - Advanced Certificate Seven Hundred dollars (\$700.00)

SECTION 4. Tuition Reimbursement

The DISTRICT agrees to provide additional growth opportunities for employees through a tuition reimbursement refund program. The maximum dollar amount of tuition reimbursement shall not exceed Two Thousand Dollars (\$2,000.00) per year. Such refunded courses must have <u>prior</u> written approval the Director, Human Resources or designee. Course work must be taken during off-duty hours.

SECTION 5. Reimbursement for Meals

Any employee who works extended day overtime, including emergency callback overtime, shall be reimbursed for the actual cost of his/her meal. Effective October 1, 2016 this amount is not to exceed \$10.00, provided such extended work day overtime includes two (2) hours of overtime on any single shift. Such extended day overtime may be performed before or at the end of a workday. To qualify, the two (2) hours must be interrupted by an unpaid meal break, following which the employee returns to the work site to work for at least one of the two (2) hours.

SECTION 6. Compensation for Medical Treatment-Job Related Injuries/Illnesses

Any employee receiving medical treatment authorized by the DISTRICT for job related injuries/illnesses shall be compensated at his/her regular rate for any and all time spent for such treatment including travel to and from the medical facility during regularly scheduled work hours. Medical treatment that is other than emergency or first treatment needs to be scheduled before or after regularly scheduled work hours or on an employee's day off and shall be considered as done on the employee's own time and no compensation shall be due.

SECTION 7. Differential for Bilingual Availability

Subject to the limitations and prerequisites for eligibility set forth in Administrative Procedure No.128-202, any fulltime qualifying employee in any of the classifications within the unit represented by the UNION, who has been determined by the Appointing Authority, with Human Resource's concurrence, to be eligible for bilingual compensation, shall receive said compensation at the rate of 2.5% above the employee's unadjusted base salary.

SECTION 8. Night Premium Eligibility

Effective the first payroll period commencing on or after October 1, 2013, incumbents in assignments where the individual is subject to a regularly recurring fixed shift where at least 50% of said regularly recurring scheduled hours are between the hours of 1800 hours and 0800 hours, shall receive an hourly shift differential in the amount of \$1.75.

Employees will be paid night shift differential when mandated or volunteer to cover night shift hours as defined in this Section.

SECTION 9. Annual Leave Cash-out

Effective October 1, 2016, any permanent employee may cash out forty (40) hours of annual leave once per year as long as at least 120 annual leave hours remain accrued after the cash-out. Only one cash-out per year will be paid to an eligible employee per calendar year. This "cash out" would not be considered compensation or earnings for the purposes of calculating retirement and is subject to any and all legally required deductions.

ARTICLE 20

STEWARDS

SECTION 1. Stewards

The UNION may designate stewards to represent employees covered by this Memorandum in the processing of grievances, subject to the following rules and procedures:

a. The UNION and the DISTRICT agree that the UNION shall have only two (2) UNION stewards plus one

alternate for each steward. Alternates may perform functions of stewards only in the event of the absence from work of the duly appointed steward for which they are serving as alternates.

- b. The UNION shall furnish management representatives with a written list identifying the name and the assigned work area of each steward and such list shall be kept current by the UNION.
- c. The UNION shall designate as stewards only employees who have passed an initial probationary period and have been designated as permanent employees of the Classified Service.
- d. The UNION, in exercising its right to appoint or elect stewards and alternates, understands and agrees that said stewards and alternates are acting on behalf of the UNION in all relevant matters set forth in this Article 20 and, therefore, the UNION is responsible for their actions.

SECTION 2. Rights of Stewards

- a. <u>Selection of Stewards</u> The UNION shall have the right to appoint or elect stewards and their alternates to assist any employee covered by this Memorandum who requests representation of his/her grievance which includes a claimed safety grievance for consideration by DISTRICT representatives.
- b. <u>Handling Grievances and Complaints</u> Stewards may receive and discuss <u>but not solicit</u> complaints and grievances of the UNION member employees on DISTRICT premises and on DISTRICT time, but only to the extent that such activities do not neglect, retard, or interfere with the work and duties of the stewards, the employees, or the operations of the department.
- c. <u>Stewards to Request Permission</u> Stewards or alternates being requested to assist any employee covered by this Memorandum on such matters during working hours shall first request permission from his/her immediate supervisors; such request must not be unreasonably denied.
- d. <u>Payment for Reasonable Time Spent During Working Hours</u> The DISTRICT shall pay the authorized stewards the applicable rate of pay for a reasonable amount of time spent in resolving such grievance during working hours.
- e. <u>Investigation</u> This section shall apply to any interrogation of a represented employee wherein formal disciplinary action is being contemplated; however, it <u>shall not</u> apply to an investigation of a represented employee in the normal course of work, including counseling, instruction, informal verbal admonishment, or unplanned contact.
- f. <u>Subject and Time Limitations</u> With the exception of processing grievance matters and negotiating contracts, the UNION agrees not to transact any business on DISTRICT time. It is expected that the handling of grievances will take six (6) hours or less per month. If the provisions of this section are observed being exceeded, the DISTRICT will contact the UNION and discuss the problem prior to the steward being released.
- g. <u>Number of Negotiating, Representatives</u> The UNION shall have the right to have a maximum of two (2) DISTRICT employees on the UNION'S negotiating team. The UNION shall be permitted to rotate team members, if desired, during negotiations on a day-by-day basis. The provisions of this section shall not apply to persons on off duty time.

SECTION 3. Handling Grievances

a. When requested by an employee, a steward, with permission of his/her supervisor, may assist the

employee on any alleged grievance in his/her assigned work area and assist the employee in its preparation and presentation.

- b. After notifying and receiving approval of the immediate supervisor, a steward shall be allowed reasonable time off during working hours, without loss of time or pay, to contact an employee and prepare and present such grievance on behalf of an employee. The immediate supervisor will authorize the steward to leave his/her work, unless compelling circumstances require refusal of such permission, in which case the immediate supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be relieved from his/her work assignment.
- c. When a steward desires to contact an employee at his/her work location, the steward shall first contact the immediate supervisor of that employee, advise him/her of the nature of the business, and obtain the permission of the supervisor to meet with the employee. The immediate supervisor will make the employee available promptly, unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the steward when he/she can reasonably expect to contact the employee.
- d. A steward's interview or discussion with an employee on DISTRICT time will be handled expeditiously.
- e. It is recognized by both parties that stewards' functions are necessary in maintaining sound employeeemployer relations on the job.

ARTICLE 21

UNION ACCESS

SECTION 1. Definition of UNION Representation

The UNION representative shall mean only those paid employees of the UNION or officers of the UNION who are not in any manner paid employees or agents of the DISTRICT. The UNION shall, within thirty (30) days of the effective date of this Memorandum, give to the DISTRICT a written list of all authorized representatives, which list shall thereafter be kept current by the UNION. Access to work locations hereunder will be granted only to representatives on the current list.

SECTION 2. Access to Work Area

Authorized UNION representatives shall (unless such access is thought by the DISTRICT representative to unduly interfere with operations) be granted access to work locations in which employees covered hereby are employed for the purpose of contacting employees they represent in matters of grievances and observing working conditions. Authorized UNION representatives desiring entrance from the appropriate DISTRICT representative shall inform said DISTRICT representative of the purpose of the visit. Said DISTRICT representative may deny access to work location if, in his/her judgment, it is deemed that a visit will unduly interfere with the operations of the department or facility thereof, in which event said DISTRICT representative will recommend an alternate time for the visit.

ARTICLE 22

PAYROLL DEDUCTIONS FOR DUES OR OTHER APPROVED DEDUCTIONS

SECTION 1. Authorization for Dues Deductions

The DISTRICT shall, upon voluntary written authorization of the employee on forms prescribed by the DISTRICT and following the first pay period after the date of the implementation of this Memorandum of Understanding, deduct from the employee's pay received on a bi-weekly pay period basis, UNION dues or other deductions as may be authorized by the Board of Port Commissioners. The deduction will be made as a single deduction to the UNION for the pay period, and will be remitted to the appropriate officer designated by the UNION. This section is not intended to interface or replace existing dues deductions currently in effect. It is intended to effect new dues deduction authorizations.

SECTION 2. Legal Aspects of Section 1

The UNION shall indemnify and save the DISTRICT harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reasons of the application of this Article 22 and Article 1.

ARTICLE 23

GRIEVANCE PROCEDURE

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit or be involved in a grievance.

The grievance procedure shall be as outlined in SAN DIEGO UNIFIED PORT DISTRICT Administrative Procedure No. 128-260 and is incorporated into this Memorandum as Exhibit "C".

ARTICLE 24

SAFETY COMMITTEE

The DISTRICT agrees that the UNION shall be authorized to appoint one employee member to any established DISTRICT Safety Committee. Such employee member may input and discuss all agenda items that shall include new safety business. Hazardous materials questions may be raised at the committee and the committee shall receive a response as to the nature of such materials questioned in generic language.

ARTICLE 25

UNIFORM ALLOWANCE

SECTION 1. General Provisions

For all employees in this bargaining unit, DISTRICT will pay an annual uniform allowance toward the cost of clothing items required in the Harbor Police Department Instructions for Public Safety Dispatchers A maximum of Four Hundred Dollars (\$400.00) per year for each year of the agreement will be paid for uniform purchase and replacement caused by normal usage. The annual allowance shall be payable in one lump sum on the second paycheck in October each year for employees on active status as of October 1 of each year.

For employees hired after September 30, 1998, the allowance shall be paid in full within the first thirty (30) days after the employee's hire date or rehire date.

SECTION 2. Damaged Uniforms

An employee who, during the normal course of employment, without negligence, suffers damage to his/her uniform in the line of duty shall be reimbursed the cost of such uniform replacement subject to the following conditions:

- a. That the damaged uniform is turned over and becomes the property of the DISTRICT;
- b. That satisfactory evidence is provided to the DISTRICT that such damage was caused by activity in the line of duty and there is no willful negligence on the part of the employee.

SECTION 3. Official Uniform

Harbor Police Department Instruction #1046, Section 1046.5 (See Exhibit "D") describes the official department uniform.

ARTICLE 26

SAFETY EQUIPMENT

SECTION 1. Safety Clothing & Equipment

The DISTRICT, at its own cost and expense, shall furnish to all employees the appropriate special safety clothing, tools, safety devices and articles (work shoes or other personal apparel not included) to perform their assignments. The employee shall be responsible for the reasonable care of all items furnished by the DISTRICT.

SECTION 2. Clean & Safe Work Environment

The DISTRICT will provide adequate heat and ventilation in all work areas, maintain clean and sanitary restrooms and provide hot water, adequate toilet and washroom facilities and safety eye wash equipment in areas where high levels of dust are created by DISTRICT facilities.

SECTION 3. Safe Work Habits

The DISTRICT, UNION and employees agree to comply with all lawful safety rules and regulations in effect and any subsequent rules and regulations that may be adopted by DISTRICT.

SECTION 4. Employees Use of Protective Gear and Clothing

Each employee covered by the Memorandum agrees to use and wear safety equipment provided which will protect the employee and promote his/her own health and safety.

ARTICLE 27

RELEASE TIME

Employees elected to the UNION negotiations committee shall be afforded reasonable time for negotiations with the DISTRICT. The DISTRICT agrees to permit three (3) negotiation-related meetings annually for UNION

membership. The purpose of such meetings shall be only for preparation for annual meet and confer sessions and ratification of Memorandum of Understanding.

The District will make every effort to provide bargaining unit members and subject matter experts with reasonable release time, subject to departmental operations. Unless mutually agreed to in advance, the release time will not exceed one (1) hour before or after any bargaining meeting

ARTICLE 28

SPECIAL PROVISIONS

SECTION 1. Lunchrooms

The DISTRICT agrees to continue the lunchroom facilities at General Services, the Administration Building, and other current DISTRICT-designated locations.

SECTION 2. Advancement Within Range

- a. The UNION agrees and accepts Rule 5, Section 11, Pay Advancements of the DISTRICT'S Personnel Rules and Regulations.
- b. This Rule shall be administered by the DISTRICT Management in the following manner:
 - 1. The Director, Human Resources shall notify each appointing authority as to the date an employee in the classified service is eligible to be considered for advancement at least one (1) month in advance of that date.
 - 2. The appointing authority shall, within ten (10) working days prior to the effective date when such considered normal merit increase can take effect, and after discussing with the affected employee his/her recommendation, submit to the Director, Human Resources the recommendation as to whether such merit step increase shall be granted, delayed or denied. The appointing authority must provide justification for any recommendation made based on a standard of acceptable, improvement needed, or non-acceptable, job-related performance in any one or several of the performance criteria established by the DISTRICT.
 - 3. The Director, Human Resources shall review the pertinent documentation in the employee's personnel file together with the written information submitted by the appointing authority supporting his/her recommendation and submit such recommendation to the Executive Director or his/her designated representative for final determination.
 - 4. The Executive Director's decision shall be final and not subject to a hearing or review by the Personnel Advisory Board. Such final decision shall be transmitted by the Human Resources Office in writing to the appointing authority and employee.

SECTION 3. Use of DISTRICT Facilities

The UNION may, with proper approval, be granted the use of DISTRICT facilities during non-work hours for meeting with its members. The purpose of holding such meeting shall be only for matters pertaining to wages, hours and other terms and conditions of employment.

SECTION 4. Employee Relations Meetings

Labor Management Committee ("LMC") will be comprised of representatives of both the DISTRICT and the UNION. The LMC will meet on a regularly recurring basis and/or at the request of either party. The purpose of the LMC shall be to address ongoing real or potential disputes and other matters of interest and concern to the parties. Absent written agreement of the parties, no changes in terms or conditions of employment shall be effectuated as a result of the LMC meetings.

This provision in no way shall abrogate the UNION'S rights to any provision of the Meyers-Milias-Brown Act (*Government Code* §3500, *et seq.*) including the DISTRICT'S obligations to meet and consult, meet and confer over implementation and impacts, or meet and confer over mandatory subjects of bargaining pursuant to existing law, up to and including fact-finding and impasse procedures consistent with the current EERR.

SECTION 5. Removal of Adverse Reports

Written reprimands, letters of warning, and counseling sheets placed in an employee's personnel file shall, after one (1) year and upon the written request of the employee, be removed from the employee's file if there has not been any recurrence of a similar nature. If the employee's appointing authority determines that retention of the specified record is no longer appropriate, the appointing authority shall remove it from the personnel file and forward it to the Director, Human Resources. Human Resources will seal the record, subject to opening only by (1) court order, or (2) at the request of the employee. Human Resources will destroy the record as soon as legally permitted to do so.

SECTION 6. The Use of Independent Contractors

The DISTRICT agrees to adhere to the second paragraph of Section 71.5 of the San Diego Unified Port District Act which reads as follows:

"Nothing in this Section shall prevent the DISTRICT from employing an independent contractor to provide services of a professional, scientific, or technical nature where the DISTRICT has determined that it is impractical to have such service furnished by a person employed or to be employed in the classified service, and the employment of such independent contractor will not require the removal, suspension, layoff, or transfer of any employee in the classified service or the elimination of any classification thereof."

SECTION 7. "F" and "G" Step Compensation Administration

Administrative Procedure #128-201 provides a means for rewarding and retaining employees who consistently perform the full range of their assigned responsibilities as well as meet or exceed criteria set forth in the procedure. The eligibility criteria include general, specific, and performance and behavior requirements.

ARTICLE 29

DISTRICT MANAGEMENT RIGHTS

SECTION 1. Mission of DISTRICT

It is the exclusive right of the DISTRICT to determine the mission of each of its constituent departments, divisions,

boards and commissioners, set standards of services to be offered, and exercise control and discretion over the organization and operations. It is also the exclusive right of the DISTRICT to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the DISTRICT'S operations are to be conducted.

SECTION 2. New Classifications

It is the exclusive right of Management to determine when new classifications are established and when existing classifications will be reclassified or deleted.

SECTION 3. Promotion Procedures & Supervisory Ratios

It is the exclusive right of Management to determine procedures for promotions and to determine criteria for establishment of supervisory personnel, including the ratio of supervisory personnel to subordinates.

SECTION 4. DISTRICT Participation in Community Programs

It is the exclusive right of Management to cooperate and participate in community programs designed to provide work experience and on-the-job training for workers so that they may compete in the labor market. It is agreed that the use of these workers will not replace regular employees, nor will they be permitted to perform tasks or use equipment which might endanger their own safety or the safety of DISTRICT employees or others.

SECTION 5. Performance Reports

It shall be the exclusive right of Management to determine employee performance reporting procedures and the job-related criteria and/or standards for evaluating employee performance.

SECTION 6. Rights Shall Be Reasonable

The exercise of the above rights shall be reasonable and shall not preclude employees or their UNION representatives from consulting with Management representatives about the effect these decisions may have on matters pertaining to wages, hours, and other items and conditions of employment.

ARTICLE 30

DISTRICT EMPLOYEE RIGHTS

SECTION 1. DISTRICT Employee Rights

Each individual employee shall have the following rights that he/she may exercise in accordance with applicable laws, ordinances, and rules and regulations:

- a. The right to form, join and participate in the activities of employee organizations or his/her own choosing for the purpose of representation on matters of his/her employee relations with the DISTRICT or to refuse to join or participate in the activities of any employee organization.
- b. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of his/her department head, his/her supervisor, other employees or employee organizations, or with respect to any lawful activity associated therewith which is within the scope of representation.

UNFAIR EMPLOYEE RELATIONS PRACTICES

SECTION 1. Unfair Employee Relations Practices by DISTRICT

It shall be an unfair employee relations practice for the DISTRICT and its Management representatives:

- a. To interfere with, restrain, discriminate, intimidate or coerce employees in the exercise of the rights recognized or granted in this Memorandum.
- b. To dominate or interfere with the formation of any employee organization or contribute financial support to it, provided the rights recognized or granted to employee organizations in this Memorandum shall not be construed as financial support.
- c. To refuse to meet and confer in good faith with representatives of recognized employee organizations on matters within the scope of representation.
- d. To refuse to furnish the UNION in writing with a correct list of DISTRICT representatives with whom the UNION shall confer in good faith in the adjustment of grievances or hazardous working conditions.

SECTION 2. Unfair Employee Relations Practices by the UNION

It shall be an unfair employee relations practice for the UNION, its representatives or members:

- a. To interfere with, restrain, discriminate, intimidate or coerce in the exercise of the rights recognized or granted in this Memorandum.
- b. To refuse to meet and confer in good faith with DISTRICT officials on matters within the scope of representation.
 - d. Refusal to furnish the DISTRICT with the names of the representatives, shop stewards and/or their alternates.

The foregoing pages represent the Tentative Memorandum of Understanding between the Management of the ^{Page 31} the ^{31 B} San Diego Unified Port District and the California Teamsters, Public, Professional & Medical Employees Union, Local 911, subject to the procedure in Article 2. Implementation.

For the DISTRICT:		For the UNION:	
Randa J. Coniglio	Date	Chester Mordasini	Date
Karen G. Porteous	Date	Bill Bowers	Date
John A. Bolduc	Date	Lora Smoot	Date
Michelle A. Corbin	Date	Susie Blake	Date
Ellen F. Gross	Date	David O'Bryant	Date
William D. McMinn	Date		

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- Exhibit "D" Community Service Officer and Community Service Supervisor Uniform Allowance
- Exhibit "E" Illustrative Sample: Revenue by Operating Center and Account FY 13/14 Budget

MEMORANDUM OF UNDERSTANDING

Between the

SAN DIEGO UNIFIED PORT DISTRICT

3165 Pacific Highway

San Diego, California 92101

and

CALIFORNIA TEAMSTERS,

PUBLIC, PROFESSIONAL & MEDICAL EMPLOYEES UNION

LOCAL 911 – Supervisory Unit

9900 Flower Street

Bellflower, California 90706

October 1, 2016 through September 30, 2021

This Memorandum of Understanding is made and entered into this <u>1st of October 2016</u>, by and between the Authorized Management Representatives (hereinafter referred to as "Management") of the SAN DIEGO UNIFIED PORT DISTRICT (hereinafter referred to as "DISTRICT"), and the CALIFORNIA TEAMSTERS, PUBLIC, PROFESSIONAL & MEDICAL EMPLOYEES UNION, LOCAL 911 (hereinafter referred to as "UNION").

PREAMBLE

It is the purpose of this Memorandum of Understanding (hereinafter referred to as "Memorandum") to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to clarify DISTRICT ordinances, rules and regulations and administrative procedures, thereby providing an orderly, peaceful, and equitable means of resolving any misunderstanding or differences which may arise under this Memorandum; and to set forth the entire understanding of the parties reached as a result of good faith meeting and conferring regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum.

The term Salary Ordinance as used in this document refers to Ordinance No. 2735, approved by the Board of Port Commissioners on September 8, 2016 and any ordinances that amend or supersede it during the term of this Memorandum. The wages, hours, terms, and conditions of employment contained in the Salary Ordinance applicable to employees represented by the UNION shall remain in full force and effect throughout the term of this memorandum, unless modified through the meet-and-confer process.

Additionally, any provision of this Memorandum requiring action by the DISTRICT Executive Director, shall allow for the Executive Director to delegate said authority.

ARTICLE 1

RECOGNITION AND AGENCY SHOP

The DISTRICT recognizes the UNION as the exclusively recognized employee organization representing those employees in those classifications as provided in Exhibit "A" to the Salary Ordinance. Those classifications consist of: Maintenance Supervisor, Marine Terminal Supervisor, Police Records Supervisor, Public Safety Dispatch Supervisor, Community Service Officer Supervisor, and Maintenance Planning Supervisor.

Pursuant to Government Code § 3502.5, there exists an agency shop arrangement between the DISTRICT and the UNION. Accordingly, and pursuant to Government Code § 3502.5(b), the UNION shall indemnify and hold the DISTRICT harmless against any liability arising from any claims, demands or other action relating to the DISTRICT'S compliance with the agency fee obligation.

ARTICLE 2

IMPLEMENTATION

The provisions of this Memorandum represent a mutual understanding of both parties in accordance with the provisions of the Meyers-Milias-Brown Act, Government Code Section 3500 <u>et seq</u>. of the California Government Code. The provisions as contained in this Memorandum shall not be binding on either party until this Memorandum is approved by the Board of Port Commissioners of the DISTRICT through the adoption of appropriate ordinances and/or resolutions and ratified by UNION membership.

ARTICLE 3

<u>TERM</u>

The term of this Memorandum shall commence <u>October 1, 2016</u>, and shall expire and otherwise be fully terminated at 12:00 midnight on <u>September 30, 2021</u>.

ARTICLE 4

RENEGOTIATION

SECTION 1. Schedule for Successor Memorandum

In the event the UNION desires to meet and confer in good faith on the provisions of a successor Memorandum, it shall serve upon the DISTRICT, not later than <u>June 30, 2021</u>, its written request to commence meeting and conferring in good faith as well as its full and entire written proposal for such successor Memorandum. Upon receipt of such written notice and proposals, meet and confer shall begin not later than <u>August 1, 2021</u>.

In all other instances where engaging the meet and confer process is a lawful condition precedent to the changing of matters within the scope of representation, the party desiring to initiate the meet and confer process shall serve a written proposal in this regard not later than thirty (30) calendar days prior to the anticipated implementation date of the change in terms and conditions of employment. The notice requirements set forth herein shall not be applicable in cases of emergency as that term is utilized in Government Code § 3504.5.

SECTION 2. Duration of this Memorandum

This Memorandum may remain in full force and effect for one year from the date it would have terminated as set forth in Article 3, Term, and from year to year thereafter if expressly agreed to in writing by each of the parties each year. Nothing herein contained is intended to preclude the parties from meeting and conferring as specified in Section 1 of this Article or at any other time on matters provided for in the Meyers-Milias-Brown Act.

ARTICLE 5

<u>RIGHTS</u>

SECTION 1. Rights of Employees

The parties mutually recognize and agree fully to protect the rights of all employees covered to join and participate in the activities of the UNION and all other rights guaranteed by law. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of the exercise of these rights or any other rights prescribed by law.

SECTION 2. Rights of Management

It is agreed that except as specifically delegated, abridged, granted or modified by this Memorandum, all the rights, powers, and authority the DISTRICT had prior to the signing of this Memorandum are retained by the DISTRICT and remain the exclusive right of management without limitation.

SECTION 3. Non-Discrimination

The provisions of this Memorandum shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, disability, sexual orientation, gender identity, political or religious opinions or affiliations.

ARTICLE 6

HOURS OF WORK

SECTION 1. Definitions

- a. <u>Work Day</u> The normal work day within a consecutive twenty-four (24) hour period shall be defined as eight (8) consecutive hours of work exclusive of a meal period, and any alternate workweek schedules approved by the appointing authority.
- b. <u>Payroll Workweek</u> The payroll workweek commences on Friday of each week at 12:01 a.m. and ends on the following Thursday at midnight.
- c. <u>Workweek</u> The individual's workweek commences on Friday of each week at 12:01 a.m. and ends on the following Thursday at midnight. The normal workweek shall consist of five (5) scheduled workdays and two (2) scheduled days off in any seven (7) day period. However, the two (2) days off shall not necessarily be consecutive days off in each workweek. Alternate workweek schedules will be established and approved by the appointing authority.
- d. <u>Workweek Shift</u> A scheduled workweek shift for an employee will be based upon the <u>Workweek</u> as set forth in "c." above; however, the scheduled shift may vary in days and hours. An employee's

scheduled workweek shift may begin on any day of the payroll workweek. This does not preclude use of split workweek shifts such as a combination of days and nights.

SECTION 2. Fixed Starting and Quitting Times

Employees shall be scheduled to work on regular work shifts, having regular and fixed starting and quitting times. These work schedules shall be made known to all employees and shall not, insofar as practical, be changed without five (5) calendar days written notice to the employee, with the following exceptions:

a. Should it be necessary to change these work schedules without the customary five (5) calendar days written notice to the employee, then the first consecutive eight (8) hours worked on the new work schedule shall receive extra compensation at time and one-half the employee's regular rate of pay as set forth in Exhibit "B" of the Salary Ordinance.

SECTION 3. Standby Time

- a. Any employee in the bargaining unit who is assigned a standby shift consisting of one (1) 8-hour work shift wherein the employee must remain available on call to return to work to perform an essential service, shall be paid one (1) hour's compensation at the regular rate for each 8-hour standby assignment. Effective September 30, 2017, no employee in the Maintenance Supervisor, Maintenance Planning Supervisor or Marine Terminal Supervisor classifications shall receive standby time compensation set forth in this subsection a.
- b. To be eligible for the standby time set forth in subsection a. above, the employee must be fitfor-duty and/or not on vacation.
- c. This section only applies to the following classifications: Maintenance Supervisor, Maintenance Planning Supervisor, Marine Terminal Supervisor.
 - i. Standby time will be scheduled in seven (7) day increments. On a scheduled work day, two (2) hours of standby pay will be paid from the end of the shift to the beginning of the next shift. For non-scheduled work days, three (3) hours of standby pay will be paid for every 24 hour period. These requirements do not preclude individuals from swapping standby duty due to unscheduled unforeseen events.
 - ii. The standby provided in subsection i. above shall be discontinued September 30, 2017 with the exception of those employees currently employed as Maintenance Supervisor, Maintenance Planning Supervisor or Marine Terminal Supervisor as of October 1, 2016 for the duration of their employment in those classifications.

SECTION 4. Personal Cleanup

If germane to the nature of the work performed, employees shall be permitted fifteen (15) minutes at the end of each work shift to perform such activities as cleaning up a work area, putting away tools, personal washing-up, and changing clothes.

ARTICLE 7

OVERTIME

SECTION 1. Overtime Work and Compensation

- a. Overtime is understood to be work in addition to forty (40) hours per payroll workweek.
- b. It is agreed that work schedules will not be modified solely to eliminate or avoid overtime; however, an employee may volunteer to modify his/her work schedule to avoid overtime. When mutually agreed between employee and supervisor, overtime may be traded hour-for-hour for time off within the employee's workweek. Absent mutual agreement, the employee is entitled to work the full assigned schedule, and the supervisor is entitled to decline a request to trade for time off.
- c. Extra compensation shall be paid at time and one-half the employee's regular rate of pay as set forth in Exhibit "C" of the Salary Ordinance. The regular rate for the purpose of computing extra compensation shall include any and all paid differentials to which such employee is entitled.
- d. All time paid for annual leave, sick leave, injury leave, court leave, military leave and holidays shall count as time worked toward the basic forty (40) hour workweek of employees in the payment of overtime.
- e. Any employee classified as a Marine Terminal Supervisor shall be exempt from overtime, except for those employees hired by the DISTRICT on or before October 1, 2016.

SECTION 2. Required Overtime

When overtime work is required and there is no qualified volunteer to perform such work, the selection of those to work shall be based on reverse order of seniority within the same classification, except those persons who have a waiver for education or other prearranged schedule as approved by the appointing authority.

ARTICLE 8

CALLBACK

Callback is defined as work required of an employee who, following the completion of his/her normal work shift and departure from his/her place of employment, is ordered by the DISTRICT to report back to duty in person at a DISTRICT work site to perform necessary work, at least three (3) hours prior to his/her next scheduled work shift. In all such cases, as defined herein, the employee shall receive a minimum of three (3) hours at time and one-half his/her regular rate of pay. In the event an employee is called in to work within less than three hours prior to the commencement of his/her next work shift, the employee shall be compensated at his/her rate at time and one-half for each hour or portion of hour thereof worked prior to regular work shift.

Reasonable transportation time to and from the employee's work location shall be considered as time worked in recording callback time as defined above.

ARTICLE 9

<u>HOLIDAYS</u>

SECTION 1. Holiday Dates

DISTRICT holidays shall include the following days:

- 1. Veterans' Day
- 2. Thanksgiving Day
- 3. Day after Thanksgiving Day
- 4. Christmas Eve
- 5. Christmas Day
- 6. New Year's Eve Day
- 7. New Year's Day
- 8. Martin Luther King, Jr. Day
- 9. Presidents' Day
- 10. Cesar Chavez Day
- 11. Memorial Day
- 12. Independence Day
- 13. Labor Day

Holidays shall be observed in the same manner for the remaining term of the Memorandum. The DISTRICT shall determine on an annual basis, the precise date of each holiday.

SECTION 2. Holiday on Sunday or Saturday

- a. When a designated holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.
- b. When a designated holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

SECTION 3. Annual Leave or Cash in lieu of Holiday

- a. When a designated holiday falls on a regularly scheduled day off, a non-exempt employee may elect to receive holiday pay in cash or may elect to accrue eight (8) hours of annual leave, subject to subparagraph e. below.
- b Any non-exempt employee who is regularly scheduled to work on a DISTRICT holiday and who does work at least an eight (8) hour shift on such holiday may elect to receive holiday pay in cash or elect to accrue eight (8) hours of annual leave and receive pay for only the hours worked on such holiday, subject to subparagraph e. below.
- c. Any non-exempt employee who is regularly scheduled to work on a DISTRICT holiday but <u>does not</u> <u>work</u> because of illness, and/or does not work the full assigned shift, may elect to receive holiday pay in cash or elect to accrue eight (8) hours of annual leave and receive pay for only the hours worked on such holiday, subject to subparagraph e. below.
- d. Any non-exempt employee shall, in addition to compensation for hours actually worked on a holiday,
be entitled to compensation in cash at one-half (1/2) times their regular rate for the number of hours earned by reason of performing such ordered holiday work.

e. For employees who have reached the annual leave accrual maximum, the choice of cash or time off for holidays as defined in this Section 3. is restricted to cash only, until the employee's accrual drops below the maximum.

ARTICLE 10

WORK ON DESIGNATED HOLIDAYS

When a DISTRICT designated holiday falls within an employee's normal payroll workweek and the employee is scheduled to work, the employee will be credited with eight (8) hours toward his/her regular forty (40) hour week. In addition, the employee required to work on a designated holiday will be compensated at the rate as provided in the Salary Ordinance on the holiday.

ARTICLE 11

COURT LEAVE

An employee who is required by court order to serve as a juror or as a witness who is not a party to a court action, shall be granted leave for such purpose upon presentation of proof of the period of his/her required attendance to the appointing authority. A full time, permanent employee shall receive regular pay of no more than eight (8) hours per day for the time he/she serves on court duty in lieu of his/her regularly scheduled workday.

Any employee who is on court leave and is also regularly scheduled to work a night shift will be given court leave, the same as an employee who is scheduled to work days and is selected for jury duty or called as a witness who is not a party to the court action. All other provisions will be governed by Administrative Procedure No.128-234.

ARTICLE 12

EMERGENCY LEAVE

The term Emergency Leave is used to make a clear differentiation between leave used by the employee for personal illness and leave used for family emergency concerning only illness and/or death within the immediate family of the employee. Employees may use any annual leave credits available.

In interpreting the emergency leave definition in the District Personnel Rules and Regulations, the DISTRICT shall construe the meaning of "necessary absence from work of an employee because of emergency illness of a member of his/her family" to include the necessary passive presence with a critically ill, injured or disabled immediate family member when substantiated in writing by a competent medical authority, if requested by the Director, Human Resources.

"Immediate family" as used shall mean spouse, domestic partner, son, daughter (including stepson and

stepdaughter), mother, father or recognized legal guardian, brother and sister, mother-in-law, father-in-law, grandparents, whether or not the above are living in the employee's household; and other relatives who are currently residing in the employee's household.

ARTICLE 13

SPECIAL LEAVE WITHOUT PAY

Any employee who is unable to perform the essential functions of his/her work, or who, for any reason considered good by the appointing authority and the Director, Human Resources, desires to secure leave from his/her regular work may be granted special leave of absence without pay for a period not exceeding one (1) year. For good cause, such leave may be extended upon approval of the appointing authority and the Director, Human Resources. An employee asking for special leave without pay shall submit his/her request on prescribed forms with a transmittal letter, stating his/her reasons for the request. The appointing authority who endorses such request shall recommend, and the Director, Human Resources, shall determine whether the employee shall be entitled to his/her former position on his/her return from such leave, and the period of said entitlement, or whether his/her name shall be placed on the eligible list for the class, subject to passing the prescribed DISTRICT medical examination, if appropriate.

ARTICLE 14

BULLETIN BOARDS

The DISTRICT will furnish, for the exclusive use of the UNION, adequate bulletin board space at reasonable locations. The boards shall be used only for the following subjects:

- a. Information on UNION elections and the results, Steward's reports and notices.
- b. Reports of official business of the UNION including reports of committees or the Executive Board.
- c. Scheduled UNION meetings and news bulletins.
- d. UNION membership benefits, programs and promotions.
- e. Any other written material which first has been approved by the Union President or his/her designated representative.

ARTICLE 15

SENIORITY

Seniority shall mean the status attained by length of continuous service with the DISTRICT.

Seniority shall be determined from the day of an employee's official appointment to DISTRICT service.

A probationary employee shall have no seniority until the employee has completed a probationary period. Upon the completion of the probationary period, the employee will acquire seniority from the date of hire.

An employee transferred or promoted shall accrue no seniority in the new position until completion of six (6) months in pay status in the new position. The employee's total seniority shall be credited. A reassignment within a class within a department from one job to another does not interfere with accumulation of seniority.

Any disagreement over the application of any method of applying seniority utilized by any department will be subject to the grievance procedure.

ARTICLE 16

PERSONNEL PRACTICES

SECTION 1. Removal for Cause or Other Disciplinary Action

- a. The DISTRICT shall advise a permanent employee in the Classified Service of his/her right to representation and provide a statement in writing of the reason or reasons whenever any disciplinary action against the employee, as provided for in Rule 14 of the Personnel Rules and Regulations, is contemplated.
- b. All formal appeals relating to removal for cause shall be submitted in writing to the DISTRICT in accordance with Rule 14, Personnel Rules and Regulations.

SECTION 2. Vacancies

- a. No department shall intimidate or encourage qualified eligibles from a certification list to waive appointment. Waivers shall be an employee decision only and shall normally be submitted in writing by the employee. Violations of this section shall be subject to the grievance procedures.
- b. Department representatives (management and supervisors) shall not in any manner intimidate or discourage any employee from applying for any position vacancy in the DISTRICT for which the employee chooses to apply. The determination as to whether an employee qualifies will be made in accordance with the Personnel Rules and Regulations.

SECTION 3. Dismissal During Probation

The DISTRICT'S present Personnel Rules and Regulations governing probationary employees are acceptable. It is understood that an employee is not entitled to any advance notice of dismissal, but that the DISTRICT may give some notice or warning at its discretion, by performance evaluation or otherwise.

SECTION 4. Reclassification

a. Positions where the duties have changed materially may be reclassified to the more appropriate classification whether they be now or already in existence. However, reclassification shall not be used

for the purpose of avoiding restrictions surrounding promotions and demotions as provided in the Personnel Rules and Regulations.

SECTION 5. Promoted Permanent Employees

The purpose of this section is to clarify the status of an employee who has obtained permanent status as a permanent employee as prescribed by Rule 9, APPOINTMENTS of the District's Personnel Rules and Regulations, when such employee is promoted to a higher classification in the DISTRICT Classified Service. If in the event any such promoted employee fails the probationary period as prescribed by said Rule, the employee shall retain his/her rights as a permanent employee of the DISTRICT Classified Service and be returned to his/her former position.

SECTION 6. Examinations and Promotions

- a. <u>Advancement Through Promotions</u> Except as otherwise provided in the Personnel Rules and Regulations, vacancies in the higher classes of positions shall be filled as far as practicable and consistent with the best interest of the DISTRICT by promotion following competitive tests. Any advancement in rank shall constitute promotion. Whenever any examination is to be held to establish an eligible list for any class, the Executive Director or designees shall decide whether a promotional or open examination shall be held.
- b. <u>Eligibility for Promotional Examinations</u> Promotional examinations shall be open to any employee who has completed at least six (6) months of DISTRICT service immediately preceding the final date of filing applications, whose last performance rating was at least satisfactory or, at the discretion of the Director, Human Resources, may be limited to employees who have completed one or more years of satisfactory DISTRICT service and who possess the essential experience requirements of the higher position.
- c. <u>This provision creates no obligation</u> on the part of the DISTRICT to give any notice as to a decision to fill vacancies by open examination; but if, prior to the DISTRICT putting such a decision into effect, the UNION so desires, it may consult with management representatives regarding the merits of such decision; and thereafter, the DISTRICT will advise the UNION of its final decision prior to announcement.

SECTION 7. Drug and Alcohol Abuse Policy

The UNION has reviewed and agrees to support the Drug and Alcohol Abuse Policy as outlined by the DISTRICT.

SECTION 8. Injury Leave Policy

The UNION has reviewed and agrees to support the Injury Leave Policy as outlined by the DISTRICT.

ARTICLE 17

ANNUAL LEAVE

SECTION 1. Scheduling

Scheduled periods of annual leave for vacation purposes shall be posted by the DISTRICT, and such schedules shall reflect the needs and desires of DISTRICT employees when practical.

Employees shall be entitled to take authorized annual leave in accordance with the following procedures:

- a. At least annually, Management shall prepare and post in each work facility, in a timely manner an annual leave schedule for all employees.
- b. The employee with the greatest seniority will be given the opportunity to request first choice of a schedule, with the other employees being given their choice of schedules in descending order of seniority.
- c. Having once made such a choice, no employee may change his or her schedule if such change will conflict with the choice of any other employee or unless the affected employee, with the notification to Management, agrees to such a change.
- d. For the purposes of this Article, employees waive any seniority rights they may have had until the next annual leave period once the annual leave schedule has been prepared.
- e. For the purpose of this Article, seniority shall be defined as the total amount of continuous service within a classification within the department.
- f. All annual leave requests are subject to approval of the appointing authority.
- g. If operational needs permit, the appointing authority will consider an occasional request for annual leave on shorter notice for good cause.

Eligible employees may take earned annual leave on the first day of the pay period following the pay period in which it is earned. The minimum amount of annual leave credit that may be used, except in the case of separation, change from biweekly or monthly rate of pay to another rate of pay or exemption under the Fair Labor Standards Act, shall be one-quarter (1/4) hour.

SECTION 2. Accrual

Effective October 1, 2014 the accrual of annual leave and the maximum accrual amounts will be modified as follows:

Years of Service	Accrual Rate	Maximum Accrual
0-5 years	144 hours	432 hours
6-10 years	184 hours	552 hours
11-15 years	224 hours	552 hours
16+ years	254 hours	632 hours

ARTICLE 18

TEMPORARY ASSIGNMENT IN A HIGHER CLASSIFICATION

SECTION 1. Temporary Assignment Differential

- a. An employee accepting and performing a temporary assignment in a class with a higher standard range or band shall be paid at a rate approximately five percent (5%) higher than the employee's regularly assigned rate, provided the incumbent is expected to be absent for at least five (5) consecutive scheduled work days.
- b. Assignment is at the discretion of the appointing authority; however, payment may not be waived so long as employee is assigned and qualified. Such assignment may require the employee's prior written consent. It is not the intent of the DISTRICT to use temporary assignment of lower paid workers to permanently fill a vacancy.
- c. This Article is not applicable to any employee in the Return-to-Work program.

SECTION 2. Acting Pay

Acting pay may be granted in lieu of the differential, if assignment is expected to be over thirty (30) calendar days, at either the rate of compensation of such acting assignment or at least five percent (5%) higher than the employee's regularly assigned rate.

SECTION 3. Record of Working in Higher Classification

The DISTRICT agrees that when an employee is assigned to a higher classification, a record be kept on his/her performance of that higher classification for promotion.

ARTICLE 19

COMPENSATION AND BENEFITS

SECTION 1. The Establishment of Compensation Rates

- a. Effective on the 31st day from the passage of the Salary Ordinance, employees covered by this Memorandum shall be compensated at the unadjusted base salary appropriate for each individual Employee's step within the salary range. Said base salary shall be provided for in the Salary Ordinance, Exhibit "C".
- b. The Salary Ordinance shall reflect the following approximate unadjusted base salary increases for the term of this MOU:
 - i. October 1, 2016 across the board increase will be 3.0%.
 - ii. Second through 5th year salary increases will be a minimum of 1.5%.

The 2nd through 5th year salary increase could be greater than the minimum to a maximum of 3.0% based on the

results of the DISTRICT. The potential salary increases will be based on the DISTRICT'S percentage growth year over year in Operating Revenue:

- If Operating Revenue increases year over year by 4.0% to 4.49%, then the salary increase will be 2.0%.
- If Operating Revenue increases year over year by 4.5% to 4.99%, then the salary increase will be 2.5%.
- If Operating Revenue increases year over year by 5.0% or more, then the salary increase will be 3.0%.

For purposes of this Memorandum, Operating Revenue is defined as revenues from District operations. Examples include but are not limited to: Real Estate Development, Port as a Service, Attractions and Advertising, Maritime, Harbor Police, Aquaculture/Blue Technology and Miscellaneous. Operating Revenue is currently referred to in the FY16/17 Annual Budget, Budget in Brief, Section 1, page 12.

- b. The DISTRICT agrees to place supervisory bargaining unit classifications into a step range that is 15% above the highest paid subordinate classification "G" step October 1, 2008.
- c. The method of payment of overtime shall be as described by the Salary Ordinance and the Personnel Rules and Regulations.
- d. Operating RevenueOperating Revenue

SECTION 2. Health, Life & Dental Insurance and Retirement Benefits

a. <u>Health Insurance -</u> The DISTRICT agrees to pay the entire premium cost for eligible employees enrolled in the Health Maintenance Organization (HMO) plan. The DISTRICT also agrees to pay fifty-five percent (55%) of the premium for dependent coverage in either the HMO or PPO plan.

All employees enrolled in the Preferred Provider Organization (PPO) plan will be required to pay an additional \$100 monthly contribution to subsidize the cost of the employee-only coverage.

- b. <u>Life Insurance</u> Effective October 1, 2016, the DISTRICT agrees to pay the premium on the DISTRICT sponsored Fifty Thousand Dollar (\$50,000.00) term life insurance program as set forth in the Salary Ordinance for all employees who are members of the bargaining unit and to make supplemental coverage available at the employee's cost. Such supplemental coverage will be in accordance with all laws governing such programs and in keeping with the DISTRICT'S current supplemental life insurance program.
- c. <u>Dental Insurance</u> The DISTRICT shall pay the entire employee premium cost for any DISTRICT authorized dental plan. The DISTRICT shall also pay fifty-five percent (55%) of the premium for dependent coverage for any DISTRICT authorized dental plan.

d. <u>Health Benefits Committee</u> - The UNION agrees to send two representatives, with one (1) designated alternate, to attend and participate on the Health Benefits Committee. A UNION retiree may attend. The work of the Committee shall not be considered a meet and confer re-opener and the meetings shall not be considered meet and confer sessions as that term is used in Government Code §3500 et seq. Rather, the scope of the Committee's duty shall consist of a mutual exploration by the parties of available alternative health benefit plans, plan design, education, and ways to ensure the sustainability of the DISTRICT'S benefits program. The Committee is authorized to make recommendations to DISTRICT representatives regarding the nature of health care providers that are or may be utilized by the DISTRICT. However, the recommendations of the Committee are advisory only and are not binding upon the DISTRICT. The frequency, time and location of the Committee meetings shall be as determined by the Committee members.

This provision in no way shall abrogate the UNION'S rights to any provision of the Meyers-Milias-Brown Act (*Government Code* §3500, *et seq.*) including the DISTRICT'S obligations to meet and consult, meet and confer over implementation and impacts, or meet and confer over mandatory subjects of bargaining pursuant to existing law, up to and including fact-finding and impasse procedures consistent with the current Employee-Employer Relations Resolution ("EERR").

e. Wellness Reimbursement Benefit – Effective January 1, 2014, the DISTRICT agrees to establish a wellness reimbursement benefit of \$225.00 maximum per employee for each year of the Agreement. The DISTRICT and the Union agree the Health Benefits Committee shall determine the eligible criteria for the reimbursement.

Employees shall submit receipts to Human Resources for the calendar year no later than December 1st of each year.

f. <u>Retirement Plan</u> - Beginning October 1, 2005 new hires will not be eligible for the following retirement plan provisions: Deferred Retirement Option Plan (DROP); Purchase of Service, except those purchases guaranteed by state and federal law; or the supplemental benefit ("Thirteenth Check").

For all employees represented by this unit hired on or after October 1, 2006, the service years required for eligibility for retiree health insurance will be raised from five (5) to ten (10) years. Additionally, employees hired on or after October 1, 2006 will have their retirement benefits based on an average of the three highest years salary.

For bargaining members hired prior to October 1, 2006, the DISTRICT will pay into the retirement system an amount not to exceed seven percent (7%) of each employee's gross wages (the "Offset").

For all bargaining unit members hired on or after October 1, 2006, the DISTRICT will pay into the retirement system an amount not to exceed five percent (5%) of each employee's gross wages (the "Offset")

Effective March 31, 2004, the DISTRICT implemented what is referred to as the 3% at 60 retirement plan.

The DISTRICT agrees to maintain the following benefit components as described in the DISTRICT'S current Amended and Restated San Diego Unified Port District Retirement Plan and Trust dated

March 24, 2008, for the duration of the careers of all bargaining unit employees in the bargaining unit as of October 1, 2008 as follows:

- The most advantageous retirement calculation factor for general members.
- The vesting and eligibility requirements
- The industrial disability benefits
- The non-industrial disability benefits
- The death benefits

Further the DISTRICT agrees to maintain the following benefit components as described in the DISTRICT'S current Amended and Restated San Diego Unified Port District Retirement Plan and Trust dated March 24, 2008, and as may be amended from time to time. Deferred Option Retirement Program ("DROP").

- The Supplemental Benefit ("13th Check").
- Purchase of Permissive service credits ("air time").
- The DISTRICT'S pick up of a portion of the employee's retirement contributions ("offset").
- g. <u>Retiree Benefits -</u> The DISTRICT agrees to provide retiree medical, dental, and basic life/AD&D insurance for the duration of the careers of current employees as of 10/01/08 and for the remainder of their lives (Exhibit "E"). The DISTRICT cannot agree to guarantee retiree dependent coverage. The DISTRICT reserves the right to modify the retiree medical, dental and basic life/AD&D, including plan design and/or changes in insurance carrier. It is the express intent of the DISTRICT to afford retiree medical, dental and basic life/AD&D for those currently employed as of 10/01/08 for the remainder of their lives and that these benefits are vested without reservation.

Reopener for Health/Dental - Due to the escalating health care costs and the h. ongoing work of the employee Health Benefits Committee, the parties agree to reopen this Agreement to review the health care benefits for the purpose of reaching mutually acceptable changes to them. Additionally, at such time as regulations are issued implementing the Affordable Care Act (ACA), the DISTRICT and UNION will meet and confer to review the impact of such regulations on the benefit plans then in force. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this Memorandum will be modified or may be affected by the ACA during the term of this Agreement, it is agreed that the DISTRICT and UNION will reopen this Agreement to meet and confer and determine how such mandated changes will be implemented, and to include addressing other health plan options. The DISTRICT will provide the UNION a 30-day notification and information period to review any and all benefit elements for the purpose of meet and confer. This provision in no way shall abrogate the UNION'S rights to any provision of the Meyers-Milias-Brown Act (Government Code §3500, et seq.) including the DISTRICT'S obligations to meet and consult, meet and confer over implementation and impacts, or meet and confer over mandatory subjects of bargaining pursuant to existing law up to and including fact-finding and impasse procedures consistent with the current "EERR".

SECTION 3. Tuition Reimbursement

The DISTRICT agrees to provide additional growth opportunities for employees through a tuition reimbursement refund program. The maximum dollar amount of tuition reimbursement shall not exceed Two Thousand Dollars (\$2,000.00) per year. Such refunded courses must have <u>prior</u> approval by the Director, Human Resources.

SECTION 4. Reimbursement for Meals

Any employee who works extended day overtime, including emergency callback overtime, shall be reimbursed for the actual cost of his/her meal. Effective October 1, 2016, this amount is not to exceed \$10.00, provided such extended work day overtime includes five (5) hours of overtime on any single shift. Such extended day overtime may be performed before or at the end of a workday. To qualify, the five (5) hours must be interrupted by an unpaid meal break, following which the employee returns to the work site to work for at least one of the five (5) hours.

SECTION 5. Compensation for Medical Treatment-Job Related Injuries/Illnesses

Any employee receiving medical treatment authorized by the DISTRICT for job related injuries/illnesses shall be compensated at his/her regular rate for any and all time spent for such treatment including travel to and from the medical facility during regularly scheduled work hours. Medical treatment that is other than emergency or first treatment needs to be scheduled before or after regularly scheduled work hours or on an employee's day off and shall be considered as done on the employee's own time and no compensation shall be due.

SECTION 6. Differential for Bilingual Availability

Subject to the limitations and prerequisites for eligibility set forth in Administrative Procedure No.128-202, any full-time qualifying employee in any of the classifications within the unit represented by the UNION, who has been determined by the Appointing Authority, with Human Resource's concurrence, to be eligible for bilingual compensation, shall receive said compensation at the rate of 2.5% above the employee's unadjusted base salary.

SECTION 7. Night Premium Eligibility

Effective on or after October 1, 2013, incumbents in assignments where the individual is subject to a regularly recurring fixed shift where at least 50% of said regularly recurring scheduled hours are between the hours of 1800 hours and 0800 hours, shall receive an hourly shift differential in the amount of \$1.75.

SECTION 8. Annual Leave Cash-out

Effective October 1, 2016, any permanent employee may cash out forty (40) hours of annual leave once per calendar year as long as at least 120 annual leave hours remain accrued after the cash-out. Only one cash-out will be paid to an eligible employee per calendar year. This "cash out" would not be considered compensation or earnings for the purposes of calculating retirement and is subject to any and all legally required deductions.

SECTION 9: Dispatcher Education Achievement

Any employee in the Dispatcher Supervisor classification that obtain their P.O.S.T. Dispatcher Intermediate or Advanced Certificate will receive a one-time, non-pensionable Education Achievement stipend based on the following schedule:

- Intermediate Certificate Four Hundred dollars (\$400.00)
- <u>Advanced Certificate Seven Hundred dollars (\$700.00)</u>

ARTICLE 20

STEWARDS

SECTION 1. Stewards

The UNION may designate stewards to represent employees covered by this Memorandum in the processing of grievances, subject to the following rules and procedures:

- a. The UNION and the DISTRICT agree that the UNION shall have only two (2) UNION stewards plus one alternate for each steward. Alternates may perform functions of stewards only in the event of the absence from work of the duly appointed steward for which they are serving as alternates.
- b. The UNION shall furnish management representatives with a written list identifying the name and the assigned work area of each steward and such list shall be kept current by the UNION.
- c. The UNION shall designate as stewards only employees who have passed an initial probationary period and have been designated as permanent employees of the Classified Service.
- d. The UNION, in exercising its right to appoint or elect stewards and alternates, understands and agrees that said stewards and alternates are acting on behalf of the UNION in all matters set forth in this Article 20 and, therefore, the UNION is responsible for their actions.

SECTION 2. Rights of Stewards

- a. <u>Selection of Stewards</u> The UNION shall have the right to appoint or elect stewards and their alternates to assist any employee covered by this Memorandum who requests representation of his/her grievance which includes a claimed safety grievance for consideration by DISTRICT representatives.
- b. <u>Handling Grievances and Complaints</u> Stewards may receive and discuss <u>but not solicit</u> complaints and grievances of the UNION member employees on DISTRICT premises and on DISTRICT time, but only to the extent that such activities do not neglect, retard, or interfere with the work and duties of the stewards, the employees, or the operations of the department.
- c. <u>Stewards to Request Permission</u> Stewards or alternates being requested to assist any employee covered by this Memorandum on such matters during working hours shall first request permission from his/her immediate supervisors; such request must not be unreasonably denied.

- d. <u>Payment for Reasonable Time Spent During Working Hours</u> The DISTRICT shall pay the authorized stewards the applicable rate of pay for a reasonable amount of time spent in resolving such grievance during working hours.
- e. <u>Interrogation and Representation</u> This section shall apply to any interrogation of a represented employee wherein formal disciplinary action is being contemplated; however, it <u>shall not</u> apply to an interrogation of a represented employee in the normal course of work, including counseling, instruction, informal verbal admonishment, or unplanned contact.
- f. <u>Subject and Time Limitations</u> With the exception of processing grievance matters and negotiating contracts, the UNION agrees not to transact any business on DISTRICT time. It is expected that the handling of grievances will take six (6) hours or less per month. If the provisions of this section are observed being exceeded, the DISTRICT will contact the UNION and discuss the problem prior to the steward being released.
- g. <u>Number of Negotiating, Representatives</u> The UNION shall have the right to have a maximum of two (2) DISTRICT employees on the UNION'S negotiating team. The UNION shall be permitted to rotate team members, if desired, during negotiations on a day-by-day basis. The provisions of this section shall not apply to persons on off duty time.

SECTION 3. Handling Grievances

- a. When requested by an employee, a steward, with permission of his/her supervisor, may assist the employee on any alleged grievance in his/her assigned work area and assist the employee in its preparation and presentation.
- b. After notifying and receiving approval of the immediate supervisor, a steward shall be allowed reasonable time off during working hours, without loss of time or pay, to contact an employee and prepare and present such grievance on behalf of an employee. The immediate supervisor will authorize the steward to leave his/her work, unless compelling circumstances require refusal of such permission, in which case the immediate supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be relieved from his/her work assignment.
- c. When a steward desires to contact an employee at his/her work location, the steward shall first contact the immediate supervisor of that employee, advise him/her of the nature of the business, and obtain the permission of the supervisor to meet with the employee. The immediate supervisor will make the employee available promptly, unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the steward when he/she can reasonably expect to contact the employee.
- d. A steward's interview or discussion with an employee on DISTRICT time will be handled expeditiously.
- e. It is recognized by both parties that stewards' functions are necessary in maintaining sound employee-employer relations on the job.

ARTICLE 21

UNION ACCESS

SECTION 1. Definition of UNION Representation

The UNION representative shall mean only those paid employees of the UNION or officers of the UNION who are not in any manner paid employees or agents of the DISTRICT. The UNION shall, within thirty (30) days of the effective date of this Memorandum, give to the DISTRICT a written list of all authorized representatives, which list shall thereafter be kept current by the UNION. Access to work locations hereunder will be granted only to representatives on the current list.

SECTION 2. Access to Work Area

Authorized UNION representatives shall (unless such access is thought by the DISTRICT representative to unduly interfere with operations) be granted access to work locations in which employees covered hereby are employed for the purpose of contacting employees they represent in matters of grievances and observing working conditions. Authorized UNION representatives desiring entrance from the appropriate DISTRICT representative shall inform said DISTRICT representative of the purpose of the visit. Said DISTRICT representative may deny access to work location if, in his/her judgment, it is deemed that a visit will unduly interfere with the operations of the department or facility thereof, in which event said DISTRICT representative will recommend an alternate time for the visit.

ARTICLE 22

PAYROLL DEDUCTIONS FOR DUES OR OTHER APPROVED DEDUCTIONS

SECTION 1. Authorization for Dues Deductions

Pursuant to the Government Code § 3502 agency shop arrangement between the DISTRICT and the UNION, unit members are required as a condition of continued employment to either join the UNION or to pay the UNION a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization. Said dues, fees and/or assessments shall be deducted from the unit members' compensation received on a bi-weekly pay period basis, and shall be remitted to the appropriate officer designated by the UNION.

SECTION 2. Legal Aspects of Section 1

The UNION shall indemnify and save the DISTRICT harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reasons of the application of this Article 22 and Article 1.

ARTICLE 23

GRIEVANCE PROCEDURE

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of

grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit or be involved in a grievance.

The grievance procedure shall be as outlined in SAN DIEGO UNIFIED PORT DISTRICT Administrative Procedure No. 128-260 and is incorporated into this agreement as Exhibit "C".

ARTICLE 24

SAFETY COMMITTEE

The DISTRICT agrees that the UNION shall be authorized to appoint one employee member to any established DISTRICT Safety Committee. Such employee member may input and discuss all agenda items that shall include new safety business. Hazardous materials questions may be raised at the committee and the committee shall receive a response as to the nature of such materials questioned in generic language.

ARTICLE 25

UNIFORM ALLOWANCE

SECTION 1. General Services Uniforms

The DISTRICT and the UNION agree that the DISTRICT will provide and maintain one (1) clean work uniform daily, including the total cost thereof, for all General Services personnel, and the UNION agrees that it shall be mandatory that all of its members wear only such uniforms during working hours. The DISTRICT agrees to continue providing work coveralls for those employees requiring them.

SECTION 2. Uniforms for Other Classes

The DISTRICT will provide and maintain one (1) clean work uniform daily, including the total cost thereof, for any other classes designated by Management.

SECTION 3. Uniform Ownership

All uniforms and coveralls shall remain the sole property of the DISTRICT. Upon termination of an employee, all such property shall be returned to the DISTRICT. If any such property is lost or damaged other than through normal wear and tear, an employee shall be liable for compensating DISTRICT for such loss or damage.

SECTION 4. Community Service Officer Supervisor

The District agrees to provide the Community Service Officer Supervisor an annual uniform and equipment allowance (for any items required and authorized by the District) up to a maximum of One Thousand One Hundred Fifty Dollars (\$1,150.00) per year commencing on October 1, 2013. This allowance will include cleaning and replacement of uniforms and equipment caused by normal usage. Additionally it will include reimbursement for Safety Shoes; therefore Article 26, Section 5 will not apply. Items which are considered uniforms and required equipment are shown in the attached Exhibit "D". The annual allowance shall be payable in one lump sum on the second paycheck in October of each year.

Employees who terminate (voluntary or involuntary) or retire shall refund any unused portion of the annual allowance on or before their termination date. The unused portion shall consist of 1/12 (one-twelfth) the annual allowance times the number of months and partial months left between the termination date and the end of the salary year.

Section 5. Public Safety Dispatcher Supervisor

For all employees in this bargaining unit, DISTRICT will pay an annual uniform allowance toward the cost of clothing items required in the Harbor Police Department Instructions for Public Safety Dispatchers. A maximum of Four Hundred Dollars (\$400.00) per year for each year of the Agreement will be paid for uniform purchase and replacement caused by normal usage. The annual allowance shall be payable in one lump sum on the second paycheck in October each year for employees on active status as of October 1 of each year.

For employees hired after September 30, 1998, the allowance shall be paid in full within the first thirty (30) days after the employee's hire date or rehire date.

Harbor Police Department Instruction #1046, Section 1046.5 (See Exhibit "F") describes the official department uniform.

ARTICLE 26

SAFETY EQUIPMENT

SECTION 1. Safety Clothing & Equipment

The DISTRICT, at its own cost and expense, shall furnish to all employees the appropriate special safety clothing, tools, safety devices and articles (work shoes or other personal apparel not included) to perform their assignments. The employee shall be responsible for the reasonable care of all items furnished by the DISTRICT.

SECTION 2. Clean & Safe Work Environment

The DISTRICT will provide adequate heat and ventilation in all work areas, maintain clean and sanitary restrooms and provide hot water, adequate toilet and washroom facilities and safety eye wash equipment in areas where high levels of dust are created by DISTRICT facilities.

SECTION 3. Safe Work Habits

The DISTRICT, UNION and employees agree to comply with all lawful safety rules and regulations in effect and any subsequent rules and regulations that may be adopted by the DISTRICT.

SECTION 4. Employees Use of Protective Gear and Clothing

Each employee covered by the Memorandum agrees to use and wear safety equipment provided which will protect the employee and promote his/her own health and safety.

SECTION 5. Safety Shoes

Any employee eligible for the Safety Equipment Reimbursement Program shall be reimbursed for the purchase and/or resole of safety shoes in an amount not to exceed one hundred and seventy-five dollars (\$175.00) per fiscal year. The Program requires that the shoes meet certain safety standards, and that the purchase was in accordance with the Program requirements. For such employees, all shoes worn while on duty shall meet the specifications provided by the DISTRICT'S Safety Manager. Shoes may be inspected by DISTRICT representatives periodically to assure compliance with specifications. Community Service Officer Supervisor is not eligible for this benefit.

SECTION 6: Forklift Operation

Where a safety or security issue has been identified by a Marine Terminal Supervisor or above, and no Equipment Operator is available within one (1) hour of verified need for forklift services, a trained Marine Terminal Supervisor may operate the forklift solely to resolve the safety or security issue.

ARTICLE 27

RELEASE TIME

Employees elected to the UNION negotiations committee shall be afforded reasonable time for negotiations with the DISTRICT. The DISTRICT agrees to permit three negotiation-related meetings annually for UNION membership. The purpose of such meetings shall be only for preparation for annual meet and confer sessions and ratification of Memorandum of Understanding.

ARTICLE 28

SPECIAL PROVISIONS

SECTION 1. Lunchrooms

The DISTRICT agrees to continue the lunchroom facilities at General Services, the Administration Building, and other current DISTRICT-designated locations.

SECTION 2. Advancement Within Range

- a. The UNION agrees and accepts Rule 5, Section 11, Pay Advancements of the DISTRICT'S Personnel Rules and Regulations.
- b. This rule shall be administered by the DISTRICT Management in the following manner:
 - 1. The Director, Human Resources shall notify each appointing authority as to the date an employee in the classified service is eligible to be considered for advancement at least one (1) month in advance of that date.
 - 2. The appointing authority shall, within ten (10) working days prior to the effective date when such

considered normal merit increase can take effect, and after discussing with the affected employee his/her recommendation, submit to the Director, Human Resources the recommendation as to whether such merit step increase shall be granted, delayed or denied. The appointing authority must provide justification for any recommendation made based on a standard of acceptable, improvement needed, or non-acceptable, job-related performance in any one or several of the performance criteria established by the DISTRICT.

- 3. The Director, Human Resources shall review the pertinent documentation in the employee's personnel file together with the written information submitted by the appointing authority supporting his/her recommendation and submit such recommendation to the Executive Director or his/her designated representative for final determination.
- 4. The Executive Director's decision shall be final and not subject to a hearing or review by the Personnel Advisory Board. Such final decision shall be transmitted by the Human Resources Office in writing to the appointing authority and employee.

SECTION 3. Use of DISTRICT Facilities

The UNION may, with proper approval, be granted the use of DISTRICT facilities during non-work hours for meeting with its members. The purpose of holding such meeting shall be only for matters pertaining to wages, hours and other terms and conditions of employment.

SECTION 4. Employee Relations Meetings

Labor Management Committee ("LMC") will be comprised of representatives of both the DISTRICT and the UNION. The LMC will meet on a regularly recurring basis and/or at the request of either party. The purpose of the LMC shall be to address ongoing real or potential disputes and other matters of interest and concern to the parties. Absent written agreement of the parties, no changes in terms or conditions of employment shall be effectuated as a result of the LMC meetings.

This provision in no way shall abrogate the UNION'S rights to any provision of the Meyers-Milias-Brown Act (*Government Code* §3500, *et seq.*) including the DISTRICT'S obligations to meet and consult, meet and confer over implementation and impacts, or meet and confer over mandatory subjects of bargaining pursuant to existing law, up to and including fact-finding and impasse procedures consistent with the current EERR.

SECTION 5. Removal of Adverse Reports

Written reprimands, letters of warning, and counseling sheets placed in an employee's personnel files shall, after one (1) year and upon the written request of the employee, be removed from the employee's file if there has not been any recurrence of a similar nature. If the employee's appointing authority determines that retention of the specified record is no longer appropriate, the appointing authority shall remove it from the personnel file and forward it to the Director, Human Resources. Human Resources will seal the record, subject to opening only by (1) court order, or (2) at the request of the employee. Human Resources will destroy the record as soon as legally permitted to do so.

SECTION 6. The Use of Independent Contractors

The DISTRICT agrees to adhere to the second paragraph of Section 71.5 of the San Diego Unified Port DISTRICT Act which reads as follows:

"Nothing in this Section shall prevent the DISTRICT from employing an independent contractor to provide services of a professional, scientific, or technical nature where the DISTRICT has determined that it is impractical to have such service furnished by a person employed or to be employed in the classified service, and the employment of such independent contractor will not require the removal, suspension, layoff, or transfer of any employee in the classified service or the elimination of any classification thereof."

SECTION 7. "F" and "G" STEP COMPENSATION ADMINISTRATION

Administrative Procedure No. 128-201 provides a means for rewarding and retaining employees who consistently perform the full range of their assigned responsibilities as well as meet or exceed criteria set forth in the procedure. The eligibility criteria include general, specific, and performance and behavior requirements.

ARTICLE 29

DISTRICT MANAGEMENT RIGHTS

SECTION 1. Mission of DISTRICT

It is the exclusive right of the DISTRICT to determine the mission of each of its constituent departments, divisions, boards and commissioners, set standards of services to be offered, and exercise control and discretion over its organization and operations. It is also the exclusive rights of the DISTRICT to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the DISTRICT'S operations are to be conducted.

SECTION 2. New Classifications

It is the exclusive right of Management to determine when new classifications are established and when existing classifications will be reclassified or deleted.

SECTION 3. Promotion Procedures & Supervisory Ratios

It is the exclusive right of Management to determine procedures for promotions and to determine criteria for establishment of supervisory personnel, including the ratio of supervisory personnel to subordinates.

SECTION 4. DISTRICT Participation in Community Programs

It is the exclusive right of Management to cooperate and participate in community programs designed to provide work experience and on-the-job training for workers so that they may compete in the labor market. It

is agreed that the use of these workers will not replace regular employees, nor will they be permitted to perform tasks or use equipment which might endanger their own safety or the safety of DISTRICT employees or others.

SECTION 5. Performance Reports

It shall be the exclusive right of Management to determine employee performance reporting procedures and the job-related criteria and/or standards for evaluating employee performance.

SECTION 6. Rights Shall Be Reasonable

The exercise of the above rights shall be reasonable and shall not preclude employees or their UNION representatives from consulting with Management representatives about the effect these decisions may have on matters pertaining to wages, hours, and other items and conditions of employment.

ARTICLE 30

DISTRICT EMPLOYEE RIGHTS

SECTION 1. DISTRICT Employee Rights

Each individual employee shall have the following rights that he/she may exercise in accordance with applicable laws, ordinances, and rules and regulations:

- a. The right to form, join and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the DISTRICT or to refuse to join or participate in the activities of any employee organization.
- b. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of his/her department head, his/her supervisor, other employees or employee organizations, or with respect to any lawful activity associated therewith which is within the scope of representation.

ARTICLE 31

UNFAIR EMPLOYEE RELATIONS PRACTICES

SECTION 1. Unfair Employee Relations Practices by DISTRICT

It shall be an unfair employee relations practice for the DISTRICT and its Management representatives:

- a. To interfere with, restrain, discriminate, intimidate or coerce employees in the exercise of the rights recognized or granted in this Memorandum.
- b. To dominate or interfere with the formation of any employee organization or contribute financial support to it, provided the rights recognized or granted to employee organizations in this Memorandum shall not be construed as financial support.

- c. To refuse to meet and confer in good faith with representatives of recognized employee organizations on matters within the scope of representation.
- d. To refuse to furnish the UNION in writing with a correct list of DISTRICT representatives with whom the UNION shall confer in good faith in the adjustment of grievances or hazardous working conditions.

SECTION 2. Unfair Employee Relations Practices by the UNION

It shall be an unfair employee relations practice for the UNION, its representatives or members:

- a. To interfere with, restrain, discriminate, intimidate or coerce in the exercise of the rights recognized or granted in this Memorandum.
- b. To refuse to meet and confer in good faith with DISTRICT officials on matters within the scope of representation.
- c. To refuse to furnish the DISTRICT in writing the names of the representatives, shop stewards and/or their alternates.

The foregoing pages represent the Tentative Memorandum of Understanding between the Management of the San Diego Unified Port District and the California Teamsters, Public, Professional & Medical Employees Union, Local 911, subject to the procedure in Article 2. Implementation.

For the UNION:

Randa J. Coniglio	Date	Chester Mordasini	Date
Karen G. Porteous	Date	Bill Bowers	Date
John A. Bolduc	Date	Craig Behning	Date
Michelle A. Corbin	Date		
Ellen F. Gross	Date		
William D. McMinn	Date		
Marcus J. Cromartie	Date		

For the DISTRICT:

DRAFT

RESOLUTION <u>2016-xxx</u>

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL, AND MEDICAL EMPLOYEES UNION, LOCAL 911 – SERVICE, MAINTENANCE, OPERATIONS AND CRAFTS UNIT

WHEREAS, the San Diego Unified Port District (District) is a public corporation created by the Legislature in 1962 pursuant to Harbors and Navigation Code Appendix I, (Port Act); and

WHEREAS, Section 21 of the Port Act authorizes the Board of Port Commissioners (BPC) to pass all necessary ordinances and resolutions for the regulation of the District; and

WHEREAS, the Meyers-Milias-Brown Act (MMBA) (Government Code Section 3500, et seq.) governs labor-management relations in California local government, including cities, counties, and most special districts; and

WHEREAS, the MMBA provides that the governing body of a public agency shall meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations; and

WHEREAS, the District met and conferred with the California Teamsters Public, Professional and Medical Employees Union, Local 911 – Service, Maintenance, Operations and Crafts Unit (Teamsters) with regard to salary, benefits, and other changes and reached tentative agreement; and

WHEREAS, the TEAMSTERS ratified the proposed tentative agreement in August 2016.

NOW, **THEREFORE**, **BE IT RESOLVED** by the Board of Port Commissioners of the San Diego Unified Port District, as follows:

The Memorandum of Understanding between the San Diego Unified Port District and the California Teamsters Public, Professional and Medical Employees Union, Local 911 – Service, Maintenance, Operations and Crafts Unit ///

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is approved and the Executive Director or her designee is authorized to execute same on behalf of the District.

APPROVED AS TO FORM AND LEGALITY: GENERAL COUNSEL

By: Assistant/Deputy

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 8th day of September, 2016, by the following vote:

DRAFT

RESOLUTION 2016-xxx

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL, AND MEDICAL EMPLOYEES UNION, LOCAL 911 – NON-SWORN SAFETY PERSONNEL UNIT

WHEREAS, the San Diego Unified Port District (District) is a public corporation created by the Legislature in 1962 pursuant to Harbors and Navigation Code Appendix I, (Port Act); and

WHEREAS, Section 21 of the Port Act authorizes the Board of Port Commissioners (BPC) to pass all necessary ordinances and resolutions for the regulation of the District; and

WHEREAS, the Meyers-Milias-Brown Act (MMBA) (Government Code Section 3500, et seq.) governs labor-management relations in California local government, including cities, counties, and most special districts; and

WHEREAS, the MMBA provides that the governing body of a public agency shall meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations; and

WHEREAS, the District met and conferred with the California Teamsters Public, Professional and Medical Employees Union, Local 911 – Non-Sworn Safety Personnel Unit (Teamsters) with regard to salary, benefits, and other changes and reached tentative agreement; and

WHEREAS, the TEAMSTERS ratified the proposed tentative agreement in August 2016.

NOW, **THEREFORE**, **BE IT RESOLVED** by the Board of Port Commissioners of the San Diego Unified Port District, as follows:

The Memorandum of Understanding between the San Diego Unified Port District and the California Teamsters Public, Professional and Medical Employees Union, Local 911 – Non-Sworn Safety Personnel Unit is approved and the Executive Director or her designee is authorized to execute same on behalf of the District.

DRAFT

RESOLUTION <u>2016-xxx</u>

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL, AND MEDICAL EMPLOYEES UNION, LOCAL 911 – SUPERVISORY UNIT

WHEREAS, the San Diego Unified Port District (District) is a public corporation created by the Legislature in 1962 pursuant to Harbors and Navigation Code Appendix I, (Port Act); and

WHEREAS, Section 21 of the Port Act authorizes the Board of Port Commissioners (BPC) to pass all necessary ordinances and resolutions for the regulation of the District; and

WHEREAS, the Meyers-Milias-Brown Act (MMBA) (Government Code Section 3500, et seq.) governs labor-management relations in California local government, including cities, counties, and most special districts; and

WHEREAS, the MMBA provides that the governing body of a public agency shall meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations; and

WHEREAS, the District met and conferred with the California Teamsters Public, Professional and Medical Employees Union, Local 911 – Supevisory Unit (Teamsters) with regard to salary, benefits, and other changes and reached tentative agreement; and

WHEREAS, the TEAMSTERS ratified the proposed tentative agreement in August 2016.

NOW, **THEREFORE**, **BE IT RESOLVED** by the Board of Port Commissioners of the San Diego Unified Port District, as follows:

The Memorandum of Understanding between the San Diego Unified Port District and the California Teamsters Public, Professional and Medical Employees Union, Local 911 – Non-Sworn Safety Personnel Unit is approved and the Executive Director or her designee is authorized to execute same on behalf of the District. APPROVED AS TO FORM AND LEGALITY: GENERAL COUNSEL

By: Assistant/Deputy

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 8th day of September, 2016, by the following vote:

APPROVED AS TO FORM AND LEGALITY: GENERAL COUNSEL

By: Assistant/Deputy

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 8th day of September, 2016, by the following vote:

JAN 15 2019 Filed SIDE LETTER OF AGREEMENT Office of the District Clerk BETWEEN CALIFORNIA TEAMSTERS, PROFESSIONAL & MEDICAL EMPLOYEES UNION, LOCAL 911 SERVICE, MAINTENANCE, OPERATIONS AND CRAFTS UNIT, SUPERVISORY UNIT, AND THE SAN DIEGO UNIFIED PORT DISTRICT

This side letter memorializes agreement reached between the California Teamsters, Local 911, Service, Maintenance, Operations and Crafts Unit, and Supervisory Unit ("UNION") and the San Diego Unified Port District ("DISTRICT") whereby the UNION and the DISTRICT agrees to modify recognized holidays for Community Service Officers.

- 1. The DISTRICT and the UNION are parties to a Memorandum of Understanding (MOU) with a term of October 1, 2016 through September 30, 2021.
- 2. The DISTRICT and the UNION are committed to maintaining cooperative labor relations now and in the future.
- 3. The Parties agree that Article 9 Holidays Section 2 Holiday on Sunday or Saturday shall be amended as follows:
 - c. For employees classified as Community Service Officer, Lead Community Service Officer or Community Service Officer Supervisor, solely as regards Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Fourth of July, Veteran's Day and Cesar Chavez Day, the actual date of such holidays shall be utilized in determining eligibility for holiday usage and/or holiday compensation, regardless of whether or not said holidays fall on Saturday or Sunday.
- 4. The DISTRICT and the UNION mutually agree that any of the provisions herein shall not be used to establish a past practice by either party.

All other terms and conditions set forth in the MOU not inconsistent with the provisions of this side letter shall remain in full force and effect.

By UNION

ulde Neil Sholander

Business Representative

By DISTRICT

Karen G. Porteous Chief Administrative Officer

San Diego Unified Port Distric

Document No.



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