



RESOLUTION NO. 3451

**RESOLUTION OF THE BOARD OF PORT COMMISSIONERS
OF VENTURA PORT DISTRICT APPROVING THE MEMORANDUM OF UNDERSTANDING
WITH SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 721,
REPRESENTING ALL REGULAR FULL-TIME AND PART-TIME
HARBOR PATROL OFFICERS**

WHEREAS, the Memorandum of Understanding between the SEIU, Local 721, and Ventura Port District expired on or around August 31, 2021.

WHEREAS, in compliance with the requirements of the Meyers-Milias Brown Act, the Ventura Port District and the SEIU continued to meet and confer in good faith concerning wages, hours and other terms and conditions of employment substantially described herein and in the form of Exhibit A.

WHEREAS, the Ventura Port District and the SEIU have reached agreement on increases to the top and bottom of the pay ranges and wages effective June 1, 2022, as follows:

Full-time Harbor Patrol Officers – Effective the first full pay period following ratification of the MOU, the minimum base hourly rate shall be \$26.50/hour for the Harbor Patrol Officer I classification; and \$29/hour for the Harbor Patrol Officer II classification. Effective the first full pay period following ratification of the MOU, those Harbor Patrol Officer I employees whose base hourly rate was at or above \$26.50/hour and those Harbor Patrol Officer II employees whose base hourly rate was at or above \$29/hour, prior to ratification, shall receive a salary increase of 5%. Effective the first full pay period following January 1, 2023, employees shall receive a salary increase of 3.5%. Effective the first full pay period following January 1, 2024, employees shall receive a salary increase of 3.5%.

Salary Range Year 1

Harbor Patrol 1	\$4,593	\$6,046
Harbor Patrol 2	\$5,026	\$7,252

Salary Range Year 2

Harbor Patrol 1	\$4,754	\$6,258
Harbor Patrol 2	\$5,202	\$7,506

Salary Range Year 3

Harbor Patrol 1	\$4,920	\$6,477
Harbor Patrol 2	\$5,384	\$7,769

Part-Time Harbor Patrol Officers – Effective the first full pay period following ratification of the MOU, employees shall receive a salary increase of 5%. Effective the first full pay period following January 1, 2023, employees shall receive a salary increase of 3.5%. Effective the first full pay period following January 1, 2024, employees shall receive a salary increase of 3.5%.

<u>Salary Range Year 1</u>	\$19.10	\$26.00
<u>Salary Range Year 2</u>	\$19.77	\$26.91
<u>Salary Range Year 3</u>	\$20.46	\$27.85

WHEREAS, effective the first pay period following ratification of the MOU, there shall be a one-time signing bonus of \$500 to be provided to each part-time employee; and a one-time signing bonus of \$750 to be provided to each full-time employee. This one-time signing bonus shall not be reported to CalPERS as compensation earnable/reportable compensation.

WHEREAS, effective the first full month following ratification of the MOU, the District shall provide to eligible employees a fitness/wellness cost reimbursement for the employee's gym and/or aquatics membership of up to \$300 per calendar year.

WHEREAS, subject to supervisor approval, employees may spend up to one hour at any time during each shift on fitness activities such as cardiovascular and strength training to be conducted on District premises or at a location in close proximity to the District premises, within the harbor, that is approved by the supervisor. Such fitness activities time shall not interfere with services, operations or other job responsibilities; and employees must be available to cease fitness activities and immediately perform job duties upon supervisor request.

WHEREAS, Harbor Patrol Officer workdays will be 12 hours and 15 minutes in total (instead of 12 hours). The 15 additional minutes corresponds to the time to perform all shift preparation activities, including but not limited to briefing time between the incoming and outgoing shift. The HPO would end their workday 15 minutes after the current scheduled end of shift in order to perform all shift preparation activities with the incoming shift, e.g. end workday at 3:15 am/pm instead of 3:00 am/pm. The 15 extra minutes of shift preparation activities time would be compensated at straight time only (i.e. not overtime).


WHEREAS, vacation leave payout now requires that the employee have taken at least 80 hours of vacation or compensatory time off (or combination of vacation and CTO) in the past calendar year prior to being eligible for vacation leave payout.

WHEREAS, after ratification of the MOU, the HPOs and the Harbormaster shall continue discussions towards establishing a checklist of minimum training standards, and safety protocols and procedures.


NOW, THEREFORE, BE IT RESOLVED, the Board of Port Commissioners of the Ventura Port District hereby approves the Memorandum of Understanding between the Ventura Port District and the Service Employees International Union (SEIU), Local 721, for and on behalf of the Full-Time Harbor Patrol Officers Unit, effective June 1, 2022, attached as Exhibit A to this Resolution; and

BE IT FURTHER RESOLVED, that the General Manager and staff are hereby authorized and directed to take such actions as may be reasonably necessary to implement and abide by the Memorandum of Understanding as described in Exhibit A.

PASSED, APPROVED and ADOPTED this 1st day of June 2022.


Chris Stephens, Chair

ATTEST:


Brian Brennan, Secretary



STATE OF CALIFORNIA)
COUNTY OF VENTURA) ss.
CITY OF SAN BUENAVENTURA)

I, Brian Brennan, Secretary of the Ventura Port District, a public corporation, do hereby certify that the above and foregoing Resolution No. 3451 was duly passed and adopted by the Board of Port Commissioners of said District at a regular meeting thereof held on the 1st day of June 2022, by the following vote:

AYES: Commissioners Stephens, Blumenberg, Gardina

NOES:

ABSTAINED:

ABSENT: Commissioners Brennan, Ashworth

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said District this 1st day of June 2022.



Brian Brennan, Secretary



**MEMORANDUM
OF
UNDERSTANDING**

**Ventura Port District
And the
Service Employees International Union (SEIU), Local 721**

FULL-TIME AND PART-TIME HARBOR PATROL OFFICERS

EFFECTIVE June 1, 2022

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE VENTURA PORT DISTRICT AND THE SERVICE
EMPLOYEES INTERNATIONAL UNION, SEIU-LOCAL 721
FULL-TIME AND PART-TIME HARBOR PATROL OFFICERS**

PREAMBLE

This Memorandum of Understanding is between the Ventura Port District (hereinafter "District") and the duly authorized representatives of the Service Employees International Union, Local 721 (hereinafter "the Union"). Its purpose is to promote harmonious relations between the District, the Union, and the unit employees by setting forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding the wages, hours and certain other terms and conditions of employment of Harbor Patrol Officers.

ARTICLE 1: RATIFICATION

It is agreed that this Memorandum of Understanding is of no force and effect until ratified by the Union members and approved and implemented by the Ventura Port District Board of Port Commissioners.

ARTICLE 2: FORMAL RECOGNITION

SEIU Local 721 is hereby designated as the recognized employee organization for those regular full-time employees occupying the job classification of Harbor Patrol Officer I and Harbor Patrol Officer II and part-time employees occupying the job classification of Part-time Harbor Patrol Officer in the District Classification Plan.

ARTICLE 3: RIGHTS

- A. The Union recognizes that the District has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage District services and work force performing those services in all respects.
- B. The District General Manager and appropriate Supervisor have and will continue to retain exclusive decision-making authority over matters within their jurisdiction that are not lawfully and expressly modified by specific provisions of this Memorandum.

The exclusive rights of the District shall include, but not be limited to:

- the right to determine the organization of the District government and the purpose and mission its constituent departments
- to set standards of services to be offered to the public, and, through its management officials, to exercise control and discretion over its organization and operations

- to establish, modify, and implement administrative regulations and employment rules and regulations consistent with law and the specific provisions of this Memorandum
- to direct its employees
- to take disciplinary action consistent with legal requirements
- to relieve its employees from duty because of lack of work or for other legitimate reasons in accordance with applicable District procedures
- to determine whether goods or services shall be made, purchased or contracted for
- to determine the methods, means, and personnel by which the District's services are to be provided, including the right to schedule and assign work and overtime and to otherwise act in the interest of efficient service to the community.
- Nothing in this provision shall be deemed to supersede Federal and State Laws.

ARTICLE 4: HUMAN RESOURCES MANUAL

It is understood and agreed that the Ventura Port District maintains a Human Resources Manual and Optional Benefit Plan that applies to all employees of the District. The Operations Department Manual shall be in full force and effect for members of the unit unless specific topics in this Memorandum of Understanding override comparable portions of those documents.

If a provision in the Human Resources Manual, the Optional Benefit Plan and the Operations Department Manual conflicts with any provision of an applicable collective bargaining agreement entered into by the District and a recognized employee organization, to the extent of such conflict, the provisions of the SEIU Local 721 collective bargaining agreement (MOU) shall be deemed controlling.

The District shall provide SEIU Local 721 with advanced reasonable notice, but in no case less than (30) thirty days, of any proposed changes in policy that could affect wages, hours and other terms and conditions of employment with the intent that the District would meet and confer in good faith.

ARTICLE 5: WAGES

Full-Time Employees – Effective the first full pay period following ratification of the MOU and not earlier, the minimum base hourly rate shall be \$26.50/hour for the Harbor Patrol Officer I classification; and \$29/hour for the Harbor Patrol Officer II classification. Effective the first full pay period following ratification of the MOU and not earlier, those Harbor Patrol Officer I employees whose base hourly rate was at or above \$26.50/hour and those Harbor Patrol Officer II employees whose base hourly rate was at or above \$29/hour, prior to ratification, shall receive a salary increase of 5%. Effective the first full pay period following January 1, 2023, employees

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Part-Time Employees – Effective the first full pay period following ratification of the MOU and not earlier, employees shall receive a salary increase of 5%. Effective the first full pay period following January 1, 2023, employees shall receive a salary increase of 3.5%. Effective the first full pay period following January 1, 2024, employees shall receive a salary increase of 3.5%.

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One-time MOU Signing Bonus – Effective the first pay period following ratification of the MOU, there shall be a one-time signing bonus of \$500 to be provided to each part-time employee; and a one-time signing bonus of \$750 to be provided to each full-time employee. This one-time signing bonus shall not be reported to CalPERS as compensation earnable/reportable compensation.

Effective upon ratification of the 2018 MOU, the full-time Harbor Patrol I and II positions, were subject to a 7% increase for year 1 of a new three-year contract. Effective on a new pay period, 3% was applied to the employee's share of CALPERS retirement obligation. There was no retroactivity to wages or the CALPERS retirement benefit. Additionally, the full amount of the employee's contribution towards PERS Safety Retirement shall be the employee's obligation.

There shall be a 2.5% shift differential pay for time worked during the hours of 12:00 am to 3:00 am, and 3:00 am to 6:00 am, for both full-time Harbor Patrol Officer I and II.

Annual Performance Evaluations will continue for the term of the contract. Adjustments within the District approved salary range will be based on individual merit. Merit encompasses an employee's knowledge, experience, ability, and performance among other factors. A merit increase is considered as being earned by an employee. A merit increase is advancement to a higher rate in the employee's salary range. A merit increase is based on performance and must be accompanied by a current employee evaluation prepared and signed by the employee's supervisor and signed and approved by the General Manager or his/her designee. The employee shall acknowledge receipt of such evaluation.

A full-time Harbor Patrol Officer I who obtains and maintains a United States Coast Guard License will receive a 2% increase in base pay. Upon promotion to Harbor Patrol Officer II, the employee shall receive a minimum of a 5% increase in pay.

ARTICLE 6: HOLIDAYS

Any full-time non-exempt employee who is off on a holiday for any reason, except for industrial related injury or disability, shall receive either one day of Holiday Pay or one day of compensatory time as appropriate.

Employees on Long Term Disability or extended Worker's Comp (over 90 days) shall not be eligible for Holiday Benefits and no compensatory time shall accrue.

Any full-time non-exempt employee who works a holiday as part of his or her normal workweek shall receive 1.5 times his or her hourly wage for each hour worked plus one day of compensatory time.

Any hours a full-time non-exempt employee works on a Holiday over his or her normal workday shall be paid at double-time.

Any full-time non-exempt employee who works a holiday in addition to his or her normal workweek shall receive double-time for hours worked plus one day of compensatory time.

Any hours worked beyond the full-time employee's normal workday shall also be paid at double-time.

ARTICLE 7: UNIFORM ALLOWANCE

Upon being employed as a Full-time Harbor Patrol Officer, the District shall issue the employee a uniform consisting of: 4 shirts, 4 long pants, 2 pairs of shorts, 1 jacket, 1 pair of shoes, 1 Velcro utility belt, 1 pair of handcuffs, 1 pepper spray holder and can of pepper spray, foul weather gear and a wetsuit. The Port District will replace these items on an "as needed" basis. A Full-time Harbor Patrol Officer will receive \$50.00 (fifty dollars) per quarter to purchase items related to employment as a Harbor Patrol Officer.

ARTICLE 8: HEALTH INSURANCE AND OTHER EMPLOYEE BENEFITS

The Port District contribution to Medical and Dental Insurance Plans and Optional Benefit Plan for full-time employees will be equal to the contribution given to other full-time non-represented District employees.

ARTICLE 9: RETIREMENT

The District shall provide for employee retirement benefits to eligible employees through participation in the California Public Employee's Retirement System (CalPERS) as follows:

- 1.) Local Safety 2% at 55 Retirement Program per Section 21369
- 2.) Level IV 1959 Survivor Benefit per Section 21574
- 3.) Credit for unused sick leave per Section 20965.
- 4.) One-Year Final Compensation per Section 20042
- 5.) Improved Non-Industrial Disability Allowance per Section 21427
- 6.) Effective August 29, 2018, the Harbor Patrol Officers will be responsible for the full amount to CalPERS Safety Retirement.

New employees hired to the Unit on or after January 1, 2013, will be subject to the provisions of "The Pension Reform Act of 2013", including any subsequent legislation or court rulings.

ARTICLE 10: TRADING SHIFTS

Section 7(p)(3) of the Fair Labors and Standards Act provides that two individuals employed in any occupation by the same public agency may agree, solely at their option and with the approval of the public agency, to substitute for one another during scheduled work hours. In such case, neither employee is entitled to overtime compensation. The full-time employees of the Harbor Patrol Officer classification within the Ventura Port District may utilize Substitutions or "trade time" in scheduling work hours under the following guidelines and conditions.

1. Prior written approval must be obtained from the Harbormaster
2. The employee requesting the trade is responsible for submitting a written request containing the specific dates, times, and the names of the Officers involved. The written request must be signed, in agreement, by all involved Officers. Approval will only be considered for specific dates; i.e. no open ended trades.
3. The employee requesting the trade is solely responsible for reimbursing the District in any event that overtime pay is required to provide staffing for an approved trade shift.

4. Trade days are to be indicated on the time cards as; TNV for trade day worked and T/O for trade day off. A notation in the comments section of the time card is required.
5. All matters of holiday pay or any variation of pay are the responsibility of the Officers involved.

ARTICLE 11: VACATION REQUESTS AND PAYOUT

Vacation Requests:

The District recognizes the value of employees taking time off away from the job. Employees wishing to take time off will submit their requests via the Sling scheduling application or similar product. The electronic scheduling application will accept the request and time stamp the time it was received.

To ensure fairness to all employees, request process has been broken down into three different categories.

- **Annual Requests:** All vacation and comp time off requests shall be submitted to the Harbormaster on or before January 15th of each calendar year. Vacation requests will be assigned/approved by the end of business day (5:00 PM) on January 31st using seniority as the criteria for assigning days off.
- **Throughout the year but more than 30 days:** Vacation and comp time off requested after this initial period shall be considered on a first come first serve basis and processing time could be up to 72 hours.
- **Vacation requests less than 30 days from scheduled shifts:** Vacation and comp time off requests made less than 30 days before the scheduled shift cannot be guaranteed but will be considered and may be approved or denied within 72 hours.

In some instances, when an employee's plans have changed, a request to cancel the time off may be appropriate. Cancellations will be considered by the Harbormaster using these two categories:

- **Cancellation more than 21 Days:** The Harbormaster will cancel the vacation request
- **Cancellations 20 days or less:** The Harbormaster will consider the cancellation. A request to cancel the shift may be denied if the person who took the shift would be unfairly affected. If the affected employee agrees to the change in their schedule, then the cancellation will be approved.

The Union and its employees recognize that these requests may unduly disrupt the operations of the Harbor Patrol. Therefore, only one full-time Harbor Patrol Officer will normally be scheduled off-duty on any specific day to accommodate requests for vacation or comp-time off.

Vacation Leave Payout:

Any vacation leave payout requires that the employee have taken at least 80 hours of vacation or compensatory time off (or combination of vacation and CTO) in the past calendar year prior to being eligible for vacation leave payout.

ARTICLE 12: STAFFING

To the extent possible, the Harbor Patrol shall be scheduled to be staffed in the following manner:

There shall be at least two people scheduled on duty seven days a week from 0600-0200 hours.

Non-Summer Weekends - There shall be at least three people to work on every non-summer weekend between 1000-1800 hours.

Summer Weekends - There shall be at least four people to work on every summer weekend between 1000-1800 hours.

For the purpose of this Article, summer shall be defined as the time beginning with the Memorial Day Weekend and ending one week after Labor Day.

If only one person is on duty on any given day because of a last minute schedule change, such as a person calling out sick, a Part-time Harbor Patrol Officer shall be called to cover as soon as possible. If no Part-time Harbor Patrol Officers can be located, Full-time Harbor Patrol Officers are to be contacted using the Overtime Assignment Rotation procedure in Article 15.

Supplemental Staffing -The Harbormaster will determine if any additional staffing is needed.

Mandates:

If a shift is not filled, due to illness or personal emergencies, the Harbormaster, in order to maintain proper staffing levels, shall mandate an employee to work. The Harbormaster may also mandate staffing levels, due to inclement weather, natural disasters, mutual aid emergency responses and other harbor emergencies as described in Article 16. After exhausting the process described in Article 16, the Department, in order to maintain proper staffing levels, shall mandate an employee to work using a list of available employees not currently on vacation, comp time, sick time, or industrial leave.

Mandating Process:

- Mandates will be assigned to on-duty personnel the day before the unassigned shift.

- For last minute sick calls the off-going shift may be required to work overtime until the shift is filled or the Harbormaster or his/her designee determines that it is safe to work with less than the minimum staffing.
- For late night sick calls the off-going shift before leaving will exhaust Article 15, notify the Harbormaster, and leave a note explaining the situation to the assigned morning Harbor Patrol Employee.

If an employee is mandated to work, they shall rotate to the back of the future available list unless the mandate was due to emergency operations. Examples include but are not limited to inclement weather, natural disasters, mutual aid emergency responses, and harbor emergencies.

Employees will not be mandated more than once or until after the list of available employees has been exhausted.

ARTICLE 13: Workday

The regular workday and shift time for Full-time Harbor Patrol Officers shall be 12 hours and 15 minutes. The 15 additional minutes corresponds to the time to perform all shift preparation activities, including but not limited to briefing time between the incoming and outgoing shift. The 15 additional minutes would occur at the end of the shift and correspond to the final 15 minutes of the shift e.g. end workday at 3:15 pm for a shift that begins at 3:00 am. But the shift preparation activities shall be performed upon starting their scheduled shift and not before the scheduled starting time.

The above 15 extra minutes of shift preparation activities time shall be compensated at straight time only (i.e. not overtime). The District designates a 14-day FLSA work period pursuant to Section 207(k) of the FLSA, which authorizes a partial overtime exemption for public safety employees. The overtime threshold pursuant to the MOU shall be 81 hours and 45 minutes per 14-day work period in order to accommodate for the one hour and 45 minutes of shift preparation activities (i.e. 15 additional minutes per scheduled shift over the seven scheduled shifts in each 14-day work period).

Employees must accurately report all time worked on their time sheet.

ARTICLE 14: ON CALL PAY – NOT MANDATORY PARTICIPATION

Each night when the office is unstaffed from 2:00 a.m. to 6:00 a.m., the Harbormaster will assign both a Primary Harbor Patrol and Secondary Harbor Patrol full-time employee to be on call.

On-Call Roles

- Primary On-Call Employee will be responsible for answering the On-Call phone. He/She will be responsible for assessing the situation and be required to notify the second On-Call Employee of the need to respond back to work
- Second On-Call Employee will be responsible for answering the after-hours call from the Primary On-Call Employee and respond back to work.

Primary and Secondary Harbor Patrol employees will receive .25 hours of pay for each hour served as an On-Call Officer.

The Primary and Secondary On-Call positions will be assigned on a rotation basis, following a schedule developed by the Harbormaster or his/her designee. When the same two persons are On-Call, the last person who was the Primary will rotate to the Secondary On-Call Employee.

To serve as an On Call Officer, an officer must meet the following criteria:

- Be available by telephone to respond between 2:00 a.m. and 6:00 a.m.
- Not consume any alcohol after 10:00 p.m.
- Have no alcohol in his or her system at 2:00 a.m.
- Must live within a twenty (20) minute response time to the District office.

ARTICLE 15: CALL BACK — RETURN TO DUTY PAY

Full-time employees who are called in to return for duty and report to work for two (2) hours or less, including those released from duty without having to work shall receive an amount equal to three (3) hours of pay at straight time computed at the regular hourly rate. Any such employee who works more than two (2) hours shall receive appropriate overtime compensation for all time worked. The District reserves the right to work the employee up to two hours for emergency — related duties.

Such return to duty compensation shall be subject to overtime pay provided this time exceeds the employee's normal 40-hour work week. In the event that any return to duty time is in excess of twelve (12) hours, the employee shall be paid at double time.

An employee who receives a call to return to duty, but ends up not having to actually go out, shall receive an amount equal to one (1) hour of pay at straight time computed at the regular hourly rate.

ARTICLE 16: OVERTIME ASSIGNMENT ROTATION BASED

To the extent possible, Part-time Harbor Patrol Officers will be utilized to fill slots in the schedule created by Vacation, Comp Time, Sick and other leaves taken by Full-time Harbor Patrol Officers. If a Full-time Harbor Patrol Officer must be used to fill a shift, the Officers will be called according to his or her position on an Overtime Call (OT) List.

The initial list will be established by seniority and then adjusted as follows:

1. To work an (OT) shift, the (HPO) must get off-duty at least 10-hours before the start of the (OT) shift AND there must be at least 10-hours before the start of the (HPO's) next shift.
2. The first call will be made to the (HPO) on top of the list that meets the above criteria
3. If he or she turns down the shift or does not respond within thirty (30) minutes, the next (HPO) on the list who meets the criteria will be called, and so on until the shift is filled.

The names on the Overtime Call List will rotate as follows:

When an (HPO) accepts an offer for (OT), he or she will be moved to the bottom of the list.

ARTICLE 17: TIME OFF COUNTS AS TIME PAID

For the purposes of determining overtime, time taken off for Vacation or Comp Time, or Sick Time shall count as time worked. Any overtime accrued under these circumstances will be paid at the end of the Pay Period.

ARTICLE 18: OFFICIAL APPEARANCE

If while otherwise off-duty, an employee is required to attend court or other official matter related to his or her employment as a Harbor Patrol Officer, s/he shall receive a minimum of three hours of pay. If circumstances permit, any appearance shall receive pre-approval from the Harbormaster or his/her designee. Travel Time will only be paid if it exceeds the 3-hour minimum and meets any of the following circumstances:

- Travel over 45 miles during the employee's normal working hours whether it is the employee's work day or not;
- The employee is on a special one-day assignment in another city;
- The travel began while the employee was on duty during a scheduled shift;

- The employee performs work related to his or her job while traveling.

ARTICLE 19: ACCRUALS WHILE ON INDUSTRIAL DISABILITY LEAVE

A Harbor Patrol Officer on temporary 4850 Industrial Disability Leave shall accrue the same sick leave credit and vacation credit s/he would have normally accrued had s/he not been placed on such leave.

ARTICLE 20: FITNESS/WELLNESS PROGRAM

Fitness/Wellness Cost Reimbursement – Effective the first full month following ratification of the MOU and not earlier, the District shall provide to eligible full-time employees a fitness/wellness cost reimbursement for the employee's gym and/or aquatics membership of up to \$300 per calendar year. To be eligible to receive the cost reimbursement, employees must submit a completed request for cost reimbursement form with supporting receipts/documentation, and receive approval on the request from the District. The District shall have sole discretion in the approval of all requests. Employees will endeavor to submit a single completed request for cost reimbursement that covers each calendar year.

Fitness Activities Time – Subject to supervisor approval, full-time employees may spend up to one hour at any time during each shift on fitness activities such as cardiovascular and strength training to be conducted on District premises or at a location in close proximity to the District premises, within the harbor, that is approved by the supervisor. Such fitness activities time shall not interfere with services, operations or other job responsibilities; and employees must be available to cease fitness activities and immediately perform job duties upon supervisor request.

ARTICLE 21: UNION ACCESS

A. Designation of Stewards

1. The Union may designate a maximum of 2 trained stewards. At the invitation of the represented employee, the steward may represent employees in grievances or disciplinary appeals, as outlined in the District's Human Resources Manual. The steward shall serve as a communication link between the Union and management, and otherwise represent the interests of the Union. The name of such steward once designated by the Union, shall be submitted, at least annually, or as vacancies occur, to the General Manager for appropriate distribution.
2. The stewards, to the extent such cannot be done on non-duty time, may use a reasonable amount of on-duty time for the purposes of processing grievances or appeals of represented employees. Such use of on-duty time shall be subject to advance approval by the Harbormaster or General Manager and it shall not interfere with the normal operations or with established safety or job requirements.

3. Stewards will not be paid for conducting their Union duties during nonduty time.
4. Harbor Patrol Officer requests for hours off shall be presented to management in advance of the requested time off. Such requests shall not unreasonably interfere with the normal operations of the District, and such requests must have management's prior written notice.

B. Reasonable Access

1. Reasonable access to employees work locations shall be granted to officers of SEIU Local 721 and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation, provided the District is given reasonable advanced notice and provided such access to work locations does not interfere with the normal operations of the District.
2. Such officers or representatives shall not enter any work location without the knowledge of the Harbormaster or General Manager. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.
3. Solicitation of membership and activities concerned with the internal management of the Union, such as holding membership meetings, campaigning for office, conducting elections or distributing literature or other general information, shall not be conducted during working hours nor shall District equipment be used, unless otherwise authorized by the General Manager and does not interfere with the normal operations of the District.

ARTICLE 22: POTENTIAL SUCCESSOR AGENCY

In the event the District sells, transfers, reorganizes or assigns the property or operation of the Harbor Patrol services to another entity, be it a public or private agency, the District will use its best efforts to seek the transfer and acceptance by the successor agency or entity of existing regular Harbor Patrol Officers and their compensation schedule and benefits.

ARTICLE 23: UNION DUES DEDUCTION AND NEW EMPLOYEE ORIENTATION

A. Union Dues Deduction

The District will honor employee authorizations for dues deduction as required by provisions of the Government Code. The authorizations will be maintained by the Union.

The District shall provide the following information to the Union: each employee's first name, middle initial, last name; employee identification number; employee hire date; employee job classification; employment status (ex: active, on leave of absence, etc.); work status (ex: full time,

part time, hourly, seasonal, etc.); and annual base salary amount. The District shall provide the Union with any changes to the information. This information shall be sent in Excel format to dues@seiu721.org.

The Union shall provide the District with an "authorized deduction report" which includes bargaining unit members who have authorized the deduction of Union dues, COPE and other deductions and the deduction amounts. The Union shall provide the District with any changes to the information in this report.

The District shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within five business days of each payday. The District shall also provide the breakdown of each amount remitted (i.e. Dues, COPE, Supplementary Benefits, etc.) in Excel format to duesseiu721.org within upon the Union's request.

B. Committee on Political Education (COPE)

Employees may make voluntary contributions to the Union's registered political action committees. The District shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

The Union will notify the District with a list of employees and the appropriate deduction amount on the "authorized deduction report" of the employees who have signed an authorization for the COPE deduction; and will notify the District of any changes to the list.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the Districts by the next full pay period cycle.

C. Indemnification

The Union agrees to indemnify and hold the District harmless from any liabilities of any nature which may arise as a result of the application of provisions of this Article.

D. New Employee Orientation

The District shall provide the Union with written notice of District-wide and Department-level new employee orientations [no matter how few participants, and whether in-person or online] at least 10 business days prior to the employee orientation event. Representatives of the Union shall be permitted to make a presentation of up to 30 minutes, and present written materials, during a portion of the orientation. Should a new hire not be present during the Union's presentation at the employee orientation event, and later choose to meet with the Union for the Union's presentation, the District will allow a future date and time for the new hire to meet with a Union steward or Union representative for the Union's presentation. No representative of management shall be present during the Union's presentation. Release time shall be granted for

stewards to participate in the new employee orientations. "New hires" shall be defined to include any employee new to the bargaining unit, including but not limited through accretion or promotion/demotion.

The District shall include in their new hire packet and distribute at the new employee orientations: the current Union membership and COPE forms, a copy of the Memorandum of Understanding (MOU) and the contact information of the Union representative.

The District shall deduct from 26 paychecks of unit employees the regular [periodic] Union membership dues as certified by an authorized official of the Union, pursuant to the District's deduction authorization form duly completed and signed by the employee, and transmit such deductions monthly to the Union. Such deduction shall be made only when the Union member's earnings for a pay period are sufficient after other legally required deductions are made.

It is agreed that the District assumes no liability on account of any actions taken pursuant to this section.

ARTICLE 24: ADDITIONAL TERMS FOR PART-TIME HARBOR PATROL OFFICERS

Additional terms and conditions of employment for Part-time Harbor Patrol Officers are contained in Appendix A attached herewith and are incorporated herein.


ARTICLE 25: CONCLUSIVENESS

Within this Memorandum of Understanding, the District has met its obligations to meet and confer in good faith as provided by law for the term hereof. However, any changes proposed by the District in the Personnel Rules and Regulations that fall within the scope of meeting and conferring pursuant to the Meyers-Milias-Brown Act (MMB) and this Memorandum of Understanding that affect employees represented by the Union will be submitted to the Union 30 days in advance of such proposed action, except in case of emergency as provided by the Meyers-Milias-Brown Act, for the purpose of meeting and conferring regarding such proposed changes.

ARTICLE 26: TERM


This Memorandum of Understanding shall be and remain in full force for a three-year period from January 1, 2022 through December 31, 2024.

FOR THE EMPLOYER:
Ventura Port District



Brian Pendleton, General Manager
Date: 4/1/22

FOR THE UNION:
Service Employees International Union
(SEIU), Local 721



Danny Carrillo, Chief Negotiator
Date: 5-26-2022



Bob Crane, Bargaining Committee Member
Date: 5-26-2022

Appendix A

Memorandum of Understanding Between Ventura Port District And the Service Employees International Union (SEIU), Local 721 January 1, 2022 – December 31, 2024

ADDITIONAL TERMS FOR PART-TIME HARBOR PATROL OFFICERS

1 – QUALIFICATIONS

Part-Time Harbor Patrol Officer—All Part-time Harbor Patrol Officers be registered with the County of Ventura as an EMT and shall complete a course in PC 832 within 12 months of employment.

2 – ELIGIBLE FOR TRAINING

The District shall provide a Part-time Harbor Patrol Officer who worked a minimum of 240 hours in the previous fiscal year with a maximum of 10% of the hours worked in the previous year as "Training Time" not to exceed 64 hours of training. Training fees and salary will be paid by the District, but not accommodations, while attending these courses, which may include, but not be limited to:

- medical
- law enforcement
- marine rescue
- hazard materials
- water rescue
- tactical communications
- diving
- navigation
- science of weather/fire/hydrodynamics etc.

The District will pay the subscription fee to EMS.COM or a similar company that provides certificated on-line EMT training providing an officer obtains a minimum of 12 on-line units per fiscal year. The District will only pay the salary of the Part-time Harbor Patrol Officer if he is on duty while taking the course.

Training hours for the above courses will NOT count toward meeting the Minimum Hours Worked requirements of Article 10.

3 – EQUIPMENT

Pursuant to the Union's request, the District agrees to meet and discuss with the Union on whether there is a continued need for an allocation of \$3,000 per fiscal year of the Operations Department "Operating Supplies" budget for the purchase of Water Rescue and Fire Response Gear for the Part-time Harbor Patrol Officer as provided for under the 2014-2016 Part-time Harbor Patrol Officer Memorandum of Understanding. The Part-time Harbor Patrol Officer will retain equipment issued if they have met the minimum hours worked requirement (180 hours) for two consecutive years.

4 – MINIMUM HOURS WORKED

Part-time Officers must work a minimum of 120 hours in a fiscal year to retain their competency in the position. A Part Time Officer will earn service time to be applied to "Time Worked" at double-hours for working a Port District holiday in addition to receiving pay at time and a half for the holiday.

The Port District will provide the Senior Harbor Patrol Officer and each Part-time Harbor Patrol Officer with a monthly report of the hours the individual Officer has worked since the start of each fiscal year. This report will be delivered by email and a hard copy will be placed in each Part-time Harbor Patrol Officer's work mail box.

5 – FILLING SHIFTS

When contacting Part-time Harbor Patrol Officers to fill shifts in cases of Vacation, Comp Time, or Sick Leave Requests, the following procedures will be followed:

1. List of Hours Worked

- a. On a bi-weekly basis, the Accounting Department will provide a list of Part-Time Harbor Patrol Officers and the number of hours worked year to date in the current fiscal year;
- b. This list will be posted by the work schedule so it is visible and accessible to all Officers;
- c. All Officers (SHPO or FTHPO) will refer to this list when attempting to fill shifts;

2. Vacation or Comp Time Requests

- a. The Senior Harbor Patrol Officer will contact PTHPOs in the order of "fewest hours worked" to "most hours worked" to attempt to fill a shift;
- b. If the SHPO leaves a message, the Senior Harbor Patrol Officer will determine the appropriate amount of time to wait for a response from the Part-time Harbor Patrol Officer before calling the next PTHPO on the list.

3. "Sick Leave" shifts will be filled by:

Either the SHPO or a Full-time Harbor Patrol Officer who is attempting to fill the shift will send a mass text message to all Part-time Harbor Patrol Officers advising them of the date and shift that is available;

- a. A PTHPO will have twenty minutes to advise the District that he or she will fill the shift;
- b. The Officer will fill the shift with the PTHPO who has the fewest number of hours worked that responded within the 20-minute time frame
- c. If the 20-minute time expires the SHPO or FTHPO may fill the shift with an PTHPO that responds and may also begin contacting Full-time Harbor Patrol Officers to fill this shift. The shift will be filled by the first Part-time or Full-time Officer that commits to cover the shift.

6 – OVERTIME PAY FOR HOLIDAYS

Any Part-time Officer who works one of the ten designated Port District Holidays shall receive pay at 1.5 times his or her regular pay for hours worked. If this time is in excess of a 40-hour workweek, pay shall be at two times the hourly rate.