



RESOLUTION NO. 3506

RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE VENTURA PORT DISTRICT APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE VENTURA PORT DISTRICT AND TEAMSTERS 186 REPRESENTING REGULAR FULL-TIME COURTESY DOCKMASTERS

WHEREAS, the Memorandum of Understanding and Collective Bargaining Unit Agreement between the Ventura Port District and Teamsters 186 expired on July 7, 2024.

WHEREAS, in compliance with the requirements of the Meyers-Milias Brown Act, the Ventura Port District and the Teamsters 186 met and conferred in good faith concerning wages, hours and other terms and conditions of employment on a successor Memorandum of Understanding in the form of Exhibit A.

WHEREAS, The Ventura Port District and the Teamsters have reached agreement on increases to the top and bottom of the pay ranges and wages effective July 17, 2024, as follows:

Full-time Courtesy Dockmasters – Effective the first full pay period following the ratification of the MOU, any Courtesy Dockmasters earning less than \$20/hour shall receive an increase in pay to \$20/hour.

Effective upon the first full pay period after ratification of this MOU, the represented employees shall receive a salary increase of 3.0%. Effective upon the first full pay period after July 1, 2025, the represented employees shall receive a salary increase of 3.75%. Effective upon the first full pay period after July 1, 2026, the represented employees shall receive a salary increase of 3.75%. Additionally, effective upon the first full pay period after ratification of this MOU, the represented employees shall be paid a one-time bonus of \$750. This one-time bonus will not be reported by the District to CalPERS as compensation earnable.

Salary Range Year 1	\$3,467	to	\$4,537	/Month
Salary Range Year 2	\$3,597	to	\$4,707	/Month
Salary Range Year 3	\$3,732	to	\$4,848	/Month

Shift Differential Pay – There shall be a \$0.72/hour shift differential pay for time worked during the hours of 12:00 AM to 6:00 AM.

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 International Brotherhood of Teamsters, Local Union No. 186 for and on behalf of the Courtesy Dockmaster Unit, effective July 17, 2024.

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.

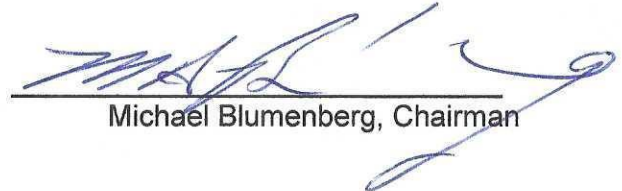
PASSED APPROVED AND ADOPTED by the Board of Port Commissioners this 17th day of July 2024, by the following vote:

AYES: Commissioners Blumenberg, Gardina, Stephens, Howell

NOES:

ABSENT: Commissioner Rainey

ABSTAINED:



Michael Blumenberg, Chairman

ATTEST:



Anthony Rainey, Secretary

EXHIBIT A

MEMORANDUM OF UNDERSTANDING COLLECTIVE BARGAINING AGREEMENT
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 186
AND
THE VENTURA PORT DISTRICT

Dated: (Ratification) JULY 17, 2024

3 Year Term

EXHIBIT A

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EXHIBIT A

PREAMBLE

This is the Memorandum of Understanding (Collective Bargaining Agreement) between the Ventura Port District, hereafter known as the "District" and the duly authorized representative, the International Brotherhood of Teamsters Local Union No. 186, hereafter known as the "Union". It is the result of meeting and conferring in good faith regarding the matters of wages, hours and other terms and conditions of employment for the Port District Courtesy Dockmaster.

ARTICLE 1 - RATIFICATION

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

ARTICLE 2 - FORMAL RECOGNITION

The Union is hereby designated as the formally recognized employee organization for all regular full time employees occupying the classification of Port District Courtesy Dockmaster.

ARTICLE 3 - UNION SECURITY

- A. During the term of this MOU, any employee covered by this MOU desiring to have deductions made for Union dues shall sign a proper authorization form, to be prepared and supplied by the Union and employee shall submit the form to the Union. The Union shall notify the District when an employee has authorized such deduction, as well as when an employee has revoked or rescinded such authorization. The District agrees to deduct the monthly dues amount from the first paycheck of each month of those employees who have authorized such deductions. The full amount of monies so deducted by the District shall be forwarded to the Union monthly by check or ACH together with an alphabetized list showing names and amounts deducted from each employee.

The Union agrees to indemnify the District and make it whole against any claims or action, including but not limited to costs and attorney's fees arising out of the deduction of the monthly dues.

Further, under no circumstances shall any employee be told by the Union that excitation of a dues deduction authorization is required in order to maintain his or her status as an employee of the District.

It is mutually agreed that the District will, during the term of this MOU, deduct monies and remit it to the Union as authorized by a signed employee Payroll Deduction Authorization providing there are not more than five deductions per pay period. All requests for payroll deduction shall be submitted no less than seven (7) calendar days before payday. The District and Union mutually agree that both parties be saved, indemnified, and held harmless from any liability due to errors and omissions arising out of the other party's use of the Union sponsored deduction code.

- B. Bargaining Unit Rosters: The District agrees to notify the Union promptly of all terminations and hires. The District shall provide the Union with a written list of the name, date of hire, home address, job position, primary telephone number, and status for each bargaining unit member. The District shall update the list and notify the Union should there be a change to the list.

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ARTICLE 4 - D.R.I.V.E.

The District agrees to deduct from the paycheck of all employees covered by this agreement voluntary deductions to D.R.I.V.E. D.R.I.V.E. shall notify the District of the amounts designated by each contribution employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" includes any week in which the employee earns a wage and excludes all other weeks. Each month the District shall transmit to D.R.I.V.E. National Headquarters one check for the total amount deducted accompanied with the name of each employee, their social security number, and the amount deducted. The International Brotherhood of Teamsters shall reimburse the District annually for the District's actual expense incurred in the administration of the payroll deduction plan.

ARTICLE 5 - HOURS AND DAYS OF WORK/WORKWEEK SCHEDULE

Employees assigned to shift work may be rotated between the various shifts from time to time. Those assigned to shift work are entitled to one half hour meal period per shift. During the meal period, the employee must be within hearing proximity of the radio system. Employees assigned to shift work may be rotated between the various shifts from time to time. Those assigned to shift work are entitled to one half hour meal period per shift. During the meal period, the employee must be within hearing proximity of the radio system.

Regular 5 days of 8 hours worked for a 40-hour work week.

The "9/80 Alternative Workweek Schedule" allow an employee to work four (4) 9-hour days plus on (1) 8-hour day in one seven-day period (44 hours) and four (4) 9-hours days in an alternating seven-day period (36 hours) without the payment of an overtime rate of compensation. For all employees working a 9/80 work schedule, the workweek shall begin exactly four hours into the 8-hour shift on the day which constitutes their regularly scheduled alternating day off. Participating employees working longer than nine hours but no more than twelve hours in a day pursuant to the alternative workweek schedule, or more than forty hours per workweek, shall be paid an overtime rate of compensation of one and one-half times the regular rate of pay. When the District has determined that there is an overtime shift to provide, District management will seek and consider the availability of employees based on seniority for the available overtime shift. The decision on assignment to the overtime shift solely remains with District management. If a District holiday falls on an employee's regularly scheduled day off while participating in the 9/80 workweek, that employee will accrue nine hours of Comp Time. This Comp Time must be used within two months after the employee receives the approval from the employee's supervisor.

If additional staff is hired by the Marina Manager or General Manager, the District reserves the right to designate a specific schedule for new hires during the term of the MOU.

ARTICLE 6 - PAID LEAVES

A. HOLIDAYS

Each full-time employee shall be entitled to the following holidays each calendar year with pay:

- New Year's Day (January 1)
- Martin Luther King Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Memorial Day (last Monday in May)

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Juneteenth (June 19)
Independence Day (July 4)
Labor Day (first Monday in September)
Veterans' Day (November 11)
Thanksgiving Day (fourth Thursday in November)
The Friday after Thanksgiving,
Christmas Day (December 25)
Two (2) personal holidays.

If any of these holidays falls on a Sunday, the following Monday shall be treated as the holiday. If the holiday falls on a Saturday, the preceding Friday shall be treated as the holiday. For Departments that have employees who regularly work weekends, the holiday shall be observed on the actual holiday regardless of the day of the week on which the holiday falls. Employees must be employed by the District on the day preceding and the day following a holiday for the employee to be entitled to a paid holiday. Employees who are on authorized paid leave are considered as employed for purposes of this policy.

Employees may request to take off two days per fiscal year as personal holidays. These personal holidays will be lost if not taken in the fiscal year. Prior approval from the General Manager is required.

At the discretion of the General Manager the holiday schedule may be amended.

Holiday Pay

Any 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.

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

Any 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 employee's normal workday shall also be paid at double-time.

B. VACATION LEAVE USE AND PAYOUT

Any vacation leave payout requires that the employee have taken at least 80 hours of vacation in the calendar year immediately prior to being eligible for vacation leave payout.

ARTICLE 7 - UNIFORM SERVICE

Each Port District Courtesy Dockmaster will have the option, at District expense, to utilize a Uniform Service to provide and clean the basic uniform. A uniform service form that is developed and prepared by management shall be utilized whereby options for services will be listed for employees to select and submit.

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ARTICLE 8 - ISSUED EQUIPMENT AND ALLOWANCE

The District will provide and replace as necessary the following essential equipment for each Courtesy Dockmaster: uniform shirts, waterproof VHF radio, personal floatation device, foul weather gear, flashlight, and other equipment deemed essential for the job by the Marina Manager. All such equipment will be purchased by the District, documented, and labeled as District property and shall be returned to the District upon separation from employment.

In addition, eligible District Courtesy Dockmasters will be reimbursed up to \$450.00 per fiscal year for the purchase of: belt, shoes, hat, jacket, pants and other clothing items deemed essential for the job by the Marina Manager. To be eligible, employees must make a request for reimbursement in writing to management; receive pre-approval of the request in writing from management prior to purchase; submit proof of purchase to management; and receive final approval in writing from management. This gear will be retained by the employee upon separation from employment. The District will maintain allowance records.

ARTICLE 9 - VEHICLE USE

The District will provide a shared vehicle to the Port District Courtesy Dockmaster to use on patrol to perform daily and other job functions. The members of the Unit will be responsible for keeping the vehicle clean and fueled. They will report mechanical issues to the Maintenance Department for repair.

ARTICLE 10 - HEALTH AND SAFETY

The District will comply with State and Federal Laws health and safety standards.

ARTICLE 11 - SUCCESSOR AGENCY

In the event the District sells, transfers or assigns property to another entity, be it a public or private agency, the District will use its best efforts to seek the transfer by the successor or entity of existing regular employees Port District Courtesy Dockmaster and their compensation schedule and benefits.

ARTICLE 12 - CONFLICTS OR CHANGES IN POLICY

It is understood and agreed that the Ventura Port District maintains a Human Resources Manual that applies to all employees of the District who are not members of the Board of Port Commissioners.

If a provision of these policies 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 Teamsters Local 186 collective bargaining agreement (MOU) shall be deemed controlling unless the policies have been renegotiated recently.

The District shall provide Teamster Local Union No. 186 with advanced reasonable notice, but in no case less than (20) twenty working 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.

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ARTICLE 13 - VALIDITY OF M.O.U.

Should any portion of this MOU be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such portion of this M.O.U. shall not invalidate the remaining portions hereof. They shall remain in full force and effect.

ARTICLE 14 - UNION ACCESS

A. DESIGNATION OF STEWARDS

1. The Union may designate one trained steward. 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 the 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 steward, 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 General Manager and it shall not interfere with the normal operations or with established safety or job requirements.

B. REASONABLE ACCESS

1. Reasonable access to employees work locations shall be granted to officers of Teamsters Local 186 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.

ARTICLE 15 - BULLETIN BOARD

The District shall provide a bulletin board which shall be used for authorized Union notices.

ARTICLE 16 - MAINTENANCE OF STANDARDS

No employee shall suffer retaliation, disciplinary action or lose benefits as a result of joining the Union.

ARTICLE 17 - PROTECTION OF RIGHTS-UNION LABOR STRIKES

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, nor shall such employee be permanently replaced in the event the employee refuses to enter upon any property involved in a sanctioned labor strike of an organized association of

EXHIBIT A

workers/labor union ("Sanctioned Labor Strike"), or refuses to go through or work behind any primary picket line of a Sanctioned Labor Strike including the primary picket line of the International Brotherhood of Teamsters and including primary picket lines of a Sanctioned Labor Strike against the Ventura Port District.

ARTICLE 18 - GRIEVANCE PROCEDURE

At the invitation of the represented employee, a Union Representative or Union Steward may participate in the District's Grievance Process, which is outlined in its Human Resources Manual.

- A. A grievance shall be defined as a violation by the District of a specific article of this Agreement, including layoffs, suspensions, or discharges of employees entitled to contest such action. In any event a grievance must be filed in writing with a copy to the District. Employees' failure to file a grievance in writing within seven (7) working days after the known occurrence of the act which resulted in the grievance, or failure to follow the grievance procedure in accordance with the steps, time limits and conditions contained herein, shall render the grievance null and void. The District normally must take disciplinary action, where either a suspension or discharge is involved, within ten (10) working days of the infraction or knowledge of the infraction. In unusual circumstances, the time limit may be waived with written notification to the Union.

- B. An earnest effort shall be made to settle grievances in a timely manner under the following procedures:

Step 1. The employee and the shop steward, if desired by the employee, shall meet with the immediate supervisor and attempt to resolve any grievance.

Step 2. If no resolution is reached after Step 1, the Business Representative of the Union and the General Manager shall meet within fifteen (15) calendar days from the filing of the written grievance, or a longer period if mutually agreed upon in writing, to attempt to resolve the grievance.

Step 3. If the District and the Union fail to reach agreement in Step 2, and both parties mutually agree, the grievance can be submitted to the State Mediation Service. At an informal hearing, the mediator will attempt to resolve the issue. The District and the Union agree to the hearing and that the decision of the mediator will be advisory and not binding on the parties.

If there is no resolution reached after steps 1, 2, and 3, the Chairman of the Board of Port Commissioners shall appoint a subcommittee to meet and review the grievance with the employee. The subcommittee shall respond within 30 days from the date of the meeting. The Union agrees that the decision of the subcommittee will be binding.

ARTICLE 19 - CLASSIFICATIONS

- A. The represented classification is:
Full-time Port District Courtesy Dockmaster
- B. The District will make their best effort to fill a Full-Time Port District Courtesy Dockmaster position when a vacancy exists.

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ARTICLE 20 - SENIORITY

- A. Employee's seniority will not be established until after employee has been in the service of the District for twelve (12) months. It is mutually agreed that seniority shall be defined as length of continuous service without break. Break in continuity of service with resulting cancellation of seniority will result from any of the following: (1) discharge; (2) resignation, retirement or other termination of service by voluntary act of employee; (3) continued absence of one year or more from work. (4) absences without good cause; (5) working for another employer during a leave of absence, without prior notification to and approval by the Union and by General Manager of the District; (6) is a no-call, no-show for three consecutive working days, unless the employee can prove by competent medical evidence that he was physically unable to notify the District of his absence or have someone notify the District on his behalf; and (7) fails to notify the District of his intent to return within seventy-two (72) hours after receiving a notice of recall from layoff by way of certified mail.
- B. The District shall discharge an employee at the expiration of seven (7) calendar days following receipt of written notice from the Union that the employee has failed to complete or maintain membership in good standing in the Union unless the employee has corrected the deficiency and the District is so notified within the seven (7) days.
- C. Layoff and Recall: Seniority shall prevail in demotions occurring as a result of reductions in the work force, layoffs, and rehiring, provided the senior employee is both qualified and able to perform the work required. In the event of layoff, seniority shall prevail only if the employee involved is at the time of applying for the position involved, qualified by experience or training so that training in the new position will be for familiarization only. In these cases, seniority shall prevail in bid classifications and work weeks, qualifications and ability to perform work as required being equal, as reasonably determined by the District General Manager.

A layoff out of the inverse of Seniority may be made if special job skills are required as reasonably determined by the General Manager. In cases where there are two or more employees in the classification from which the layoff is to be made who have the same seniority date, such employees shall be laid off on the basis of the last evaluation rating in the class.

ARTICLE 21 - VENTURA PORT DISTRICT 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.
- C. 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.

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- 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 22 - HEALTH INSURANCE AND OTHER EMPLOYEE BENEFITS

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

ARTICLE 23 - RETIREMENT

The District shall continue to provide for employee retirement benefits through participation in the California Public Employee's Retirement System (CalPERS). The effective date of this MOU shall be approved by members of the unit and approved and implemented by the Board of Port Commissioners. Union Members shall be required to pay for the employee's share of the PERS retirement contribution. The District does not pay the employee's share of the PERS retirement. The PERS retirement includes:

- 1) Miscellaneous Formula 2% at 55 Retirement Program,
- 2) Credit for unused sick leave,
- 3) One-Year Final Compensation,
- 4) The Employee contribution to PERS Retirement is "7% of Salary"

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" (PEPRA), Government Code section 7522.30, including any subsequent legislation or court rulings. New member employees shall pay 50% of the normal cost under PEPRA. Existing Misc employees shall be subject to all PERS requirements as provided by the California Public Employees Retirement System at all times of employment with the District.

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ARTICLE 24 - 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 with 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 25 - WAGES

The monthly salary range for the represented positions of the Port District Courtesy Dockmaster shall be:

Salary Range Year 1	\$	3,467	to	\$	4,537	/Month
Salary Range Year 2	\$	3,597	to	\$	4,707	/Month
Salary Range Year 3	\$	3,732	to	\$	4,848	/Month

Effective the first full pay period following ratification of the MOU, any Courtesy Dockmasters earning less than \$20/hour shall receive an increase in pay to \$20/hour.

Effective upon the first full pay period after ratification of this MOU, the represented employees shall receive a salary increase of 3.0%. Effective upon the first full pay period after July 1, 2025, the represented employees shall receive a salary increase of 3.75%. Effective upon the first full pay period after July 1, 2026, the represented employees shall receive a salary increase of 3.75%. Additionally, effective upon the first full pay period after ratification of this MOU, the represented employees shall be paid a one-time bonus of \$750. This one-time bonus will not be reported by the District to CalPERS as compensation earnable.


Shift Differential Pay – There shall be a \$0.72/hour shift differential pay for time worked during the hours of 12:00 AM to 6:00 AM.

ARTICLE 26 - TERM OF AGREEMENT

The term of this agreement shall be three years, commencing the date this MOU is approved by members of the unit and approved and implemented by the Board of Port Commissioners. This agreement is hereby agreed to and shall remain in full force and effect after ratification by the employees and approval by the Board of Port Commissioners.

EXHIBIT A

FOR THE EMPLOYER:
Ventura Port District




Brian Pendleton
General Manager

7/17/24

DATE


FOR THE UNION:
International Brotherhood of Teamsters
Local Union No. 186



Abel Garcia
Secretary-Treasurer
Principal Officer

7-9-24

DATE



Jedediah Johnson
Business Agent

7/9/24

DATE