

MEMORANDUM OF UNDERSTANDING

Between the

SAN DIEGO UNIFIED PORT DISTRICT

3165 Pacific Highway

San Diego, California 92101

And

SAN DIEGO HARBOR POLICE OFFICERS ASSOCIATION

P.O. Box 81311

San Diego, California 92138

October 1, ~~2019-2022~~ through September 30, ~~2022~~2025

This Memorandum of Understanding is made and entered into by and between Authorized Management Representatives (hereinafter referred to as "Management") of the SAN DIEGO UNIFIED PORT DISTRICT (hereinafter referred to as the "DISTRICT") and the SAN DIEGO HARBOR POLICE OFFICERS ASSOCIATION (hereinafter referred to as "SDHPOA").

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 misunderstandings 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 Memorandum refers ~~to the most current Ordinance No. 2953~~, approved by the Board of Port Commissioners on ~~September 16~~October 11, 2019-2022 and any ordinances that amend or supersede it during the term of this Memorandum.

ARTICLE 1 - RECOGNITION

The DISTRICT recognizes SDHPOA as the employee organization representing the following classifications of employees in the Harbor Police Department:

E515 – CNR14	Harbor Police Officer
E505 – CNR03	Harbor Police Corporal
E510 – CNR03	Harbor Police Sergeant
E520 – CNR03	Harbor Police Lieutenant

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 et seq. 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 the SDHPOA 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 - TERM

This term of this memorandum shall commence October 1, ~~2019~~2022 and shall expire and otherwise be fully terminated at 12:00 midnight on September 30, ~~2022~~2025.

ARTICLE 4 - RENEGOTIATION

SECTION 1. SDHPOA SUCCESSOR AGREEMENT REQUEST.

In the event that the SDHPOA desires to meet and confer in good faith on the provisions of a successor agreement, it shall serve upon the DISTRICT no later than June 1, ~~2022~~2025, its written request to commence meeting and conferring in good faith. Upon receipt of such notice, meet and confer shall commence no later than August 1, ~~2022~~2025. No later than July 1, ~~2022~~2025, the SDHPOA shall present its full written proposals for a successor agreement to the DISTRICT. The DISTRICT will present its full written proposal to the SDHPOA by the first negotiation meeting.

SDHPOA MOU 10/01/~~2019~~2022

SECTION 2. DESIGNATED REPRESENTATIVE.

The SDHPOA will conduct its meet and confer sessions with designated representatives of the Executive Director only.

SECTION 3. EMPLOYER-EMPLOYEE RELATIONS MEETINGS.

For the purpose of enhancing employer-employee relations, the DISTRICT agrees to meet with designated representatives of the SDHPOA at reasonable periods during the year to discuss employer-employee relations. A written agenda outlining the mutually requested subjects of discussion shall be provided both parties in advance of such meetings. The results of such meetings wherein any decisions may be contemplated and are within the scope of meet and confer shall be reduced to writing for the record.

The scope of representation of the SDHPOA shall include all matters within the scope of representation as defined by the Meyers-Milias-Brown Act affecting employees covered by this Memorandum.

ARTICLE 5 - GENERAL RIGHTS

SECTION 1. RIGHTS OF SDHPOA MEMBERS.

It is recognized that all Employees covered by this Memorandum have all of the rights, privileges and protections, pertaining to their employee-employer relations, granted to them by the Constitution of the United States and the State of California, the laws of the State of California (including, but not limited to, the Meyers-Milias-Brown Act), the ordinances, rules and regulations and other enactments of the DISTRICT.

SECTION 2. PROTECTION OF MANAGEMENT RIGHTS.

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. NONDISCRIMINATION.

It is agreed that neither the DISTRICT nor the SDHPOA shall discriminate against any Employee because of race, national origin, age, sex, sexual orientation, gender identity, religion, disability, or SDHPOA membership or lawful SDHPOA activity. It is further agreed that no Employee will be discriminated against because of exercising his/her rights specified in the rules and regulations of the DISTRICT, rights specified in this

Memorandum and rights granted by the laws of the State of California or the Constitution of the State of California or the Constitution of the State of California or the United States.

SECTION 4. RIGHTS OF EMPLOYEES TO REPRESENTATION.

The rights described herein do not in any way abridge the rights of a DISTRICT employee who desires to represent himself in employee relations with the DISTRICT; or through the SDHPOA as to an Employee covered by this Memorandum or through any person of his/her choice.

SECTION 5. CORRECT ADDRESS.

Employees covered by this Memorandum shall keep the DISTRICT informed immediately of any change of their telephone number, mailing address and emergency contact information. The DISTRICT shall be deemed to have satisfied all notification requirements under this Memorandum by attempting to contact the Employee through the last telephone number reported or by mailing a letter to the last address on record.

ARTICLE 6 - HOURS OF WORK

SECTION 1. WORKDAY.

The normal workday within a consecutive twenty-four (24) hour period shall be defined as eight (8) consecutive hours of work, and any alternate work schedule approved by the Chief of Harbor Police, subject to the following:

- a) The parties will meet to discuss at Labor Management Committee any proposed changes to the workday schedule, not to exceed two meetings. If unable to resolve informally, the Chief of Harbor Police's decisions will be final.
- b) 90 days' notice will be given of the proposed changes to the workday schedule, regardless of the length of the proposed workday.
- c) Model changes will occur no more than twice a year.

SECTION 2. WORK WEEK.

The normal workweek shall consist of five (5) days of eight (8) hours each day. Employees shall receive two days off, which shall not necessarily be consecutive in each workweek. The DISTRICT agrees to arrange its work schedule so that there will be two (2) consecutive days off after five (5) working days except during shift changes and other necessary departmental operations.

- a. Payroll Workweek – The payroll workweek commences on Friday of each week at 12:01 a.m. and ends on the following Thursday at midnight.

SECTION 3. SCHEDULED WORK SHIFT.

A scheduled work shift for an Employee will be based upon the workweek as set forth in Section 2; however, the work shift may vary during the workweek.

SECTION 4. SHIFT CHANGE.

- a. The Chief of Harbor Police shall make the determination of Employees' assignments to each of the shifts of the Department based upon training, experience, and operational requirements of the Department.
- b. Employees shall be allowed to submit preferences as to shifts based upon seniority of continued service in this Department; however, the decision of the Chief of Harbor Police as to shift assignments shall be final. For the purposes of this section, shift assignment shall refer to the hours of the day an employee is assigned to work (i.e. Day Shift, Evening Shift, Midnight Shift, etc.)
- c. The Chief of Harbor Police shall make the determination of the frequency of shift changes (3 months, 4 months, etc.) and the length of time each shift assignment is in force, with the goal of minimizing the overtime caused by shift changes.
- d. Details of bid for shift will be agreed to by the DISTRICT and the SDHPOA. The process will be memorialized in Administrative Procedure 152-100.

SECTION 6. MEAL PERIODS.

Employees shall be entitled to a paid thirty (30) minute meal period during the work shift.

ARTICLE 7 - OVERTIME

Employees covered by this Memorandum shall be granted extra compensation for overtime prescribed and provided for in the Salary Ordinance under the following conditions:

- a. When the hours worked exceed eighty (80) in any fourteen (14) day work. Paid time off shall count as hours worked toward the basic eighty (80) hours.
- b. When employees are eligible for Callback pay as defined in ARTICLE 8, in such cases such Employees shall be granted a minimum of three (3) hours overtime.
- c. For an employee in class E510-CNR03, E505-CNR03, E515-CNR14, or E520-CNR03, while engaged in classroom instruction not scheduled during a scheduled workday or in excess of a scheduled work shift and mandated by federal or state law, and when meeting those training requirements as determined by the

Executive Director to be a condition of continued employment. In the arranging of such training, the DISTRICT will make every reasonable effort to schedule classroom training during the normal average work day or scheduled work shift.

~~a. When the hours worked exceed eighty (80) in any fourteen (14) day work period. Paid time off shall count as hours worked toward the basic eighty (80) hours, subject to the following:~~

~~1. Paid time off in the form of annual leave hours used as scheduled vacation (VACN), unscheduled vacation (VAGU), sick time (SICK), and unscheduled sick time (SIKU) shall not be included as hours worked for the purpose of calculating overtime in the same pay period unless:~~

~~a) the overtime hours worked are off-schedule mandatory staffing (OMAN) hours, or not voluntary; or,~~

~~b) the overtime hours worked are for mandatory off-duty court appearance (CORT) time.~~

~~2. When an Employee attends classroom instruction mandated by state law, or by the Chief of Police (e.g., P.O.S.T. training courses), and the completion of that instruction is a condition of employment, the Employee shall be paid at his or her hourly rate of pay for training hours attended during the Employee's normally scheduled work hours. Where such training is scheduled to replace an Employee's regularly scheduled workdays, the Employee shall be compensated at his or her hourly rate of pay. When an Employee attends training mandated by state law or by the Chief of Police and the training occurs outside of the Employee's normal work hours, the Employee shall be paid at one and one-half (1 ½) his or her hourly rate of pay, not to exceed the actual number of hours of training attended. The provisions of this section shall not abrogate the provisions of ARTICLE 15.~~

~~3. When an Employee is eligible for Callback pay as defined in ARTICLE 8, in such cases such Employees shall be granted a minimum of three (3) hours overtime.~~

ARTICLE 8 - CALL BACK

SECTION 1. CALL BACK DEFINED.

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 without prior notice to report back to duty in person 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 hourly rate of pay. In the event an Employee is called in to work less than three hours prior to the commencement of his/her next work shift, the

Employee shall be compensated at his/her hourly rate at time and one half for each hour, or portion of hour, worked prior to regular work shift.

Callback does not apply to Employees on prearranged overtime, nor to Employees who voluntarily accept return to work on a call-in basis from a list of volunteers. Reasonable transportation time to and from the Employee's work location shall be considered as time worked in recording call back time as defined above.

SECTION 2. PREARRANGED STAFF MEETINGS.

- a. Prearranged staff meetings are not callback time. Such meetings will be compensated at a minimum of three (3) hours at the Employee's appropriate rate of pay.

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
- ~~13.~~ 14. Juneteenth

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.

- c. Solely as regards Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Independence Day, Veterans' 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 HOLIDAYS.

- a. When a designated holiday falls on a regularly scheduled day off, an Employee may elect to receive eight (8) hours of holiday pay in cash or may elect to accrue eight (8) hours of annual leave time, subject to sub-paragraph d. below.
- b. When an Employee works on a designated holiday and works at least an eight (8) hour shift, he/she may elect to receive eight (8) hours of holiday pay in cash or may elect to accrue eight (8) hours of annual leave and receive pay for only the hours worked on such holidays, subject to sub-paragraph d. below.
- c. Any Employee who is regularly scheduled to work on a DISTRICT holiday but does not work because of illness shall be paid only for the holiday pay and any hours actually worked on the holiday. No compensation shall be paid for sick leave during the eight (8) hours of holiday pay.

Employees on any alternate work schedule may choose to use any available annual leave on each DISTRICT holiday to augment the eight (8) hours of holiday pay received to ensure the equivalent of 80 hours for the pay period.

- d. 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.

SECTION 4. STAFFING FOR FOURTH OF JULY HOLIDAY.

The DISTRICT and the SDHPOA agree that the Chief of Harbor Police, in their discretion, can cancel all regular days off (RDO's) occurring on July 4th, to meet staffing needs. All Officers that have regular days off (RDO's) canceled must be notified at least 30 days prior to July 4th. The parties further agree that the Chief of Harbor Police, in their discretion, can prohibit the use of annual leave on July 4th for any employee with a special assignment as set forth in Article 18, Section 12 - Differentials or any Employee with a collateral duty pursuant to District Salary Ordinance Section 12 – Salary of Lead for Diving and District Salary Ordinance 14 – Differential for Certain Assignments. Employees with a special assignment or collateral duty listed above who has had annual leave canceled on July 4th must be assigned duties consistent with their special assignment or collateral duty.

Any Employee scheduled to work July 4th on a shift other than their current assigned shift will not be required to use annual leave or flex overtime hours to achieve 80-hours for the pay period.

The District agrees that within 20 calendar days of closing “bid for vacation” the Chief of Harbor Police shall make any necessary adjustments to, and issue approval of, the vacation schedule.

If any Employee’s vacation is required to be canceled prior to the Chief of Harbor Police’s approval of the vacation schedule, such cancellation shall be imposed based on department seniority as defined in Article 16 – Annual Leave for Vacation – Section B.

Any Employee whose vacation request for July 4th is denied by the Chief of Harbor Police during review of the annual vacation bid shall be permitted to select another vacation bid that does not include July 4. Such Employee’s selection of an alternative vacation time shall be based upon what would have been available to that Employee, based on seniority, at the time of his or her original vacation selection, and shall not require the bumping of vacation time of any other Employee with less seniority.

Nothing in this section shall abrogate the discretion of the Chief of Harbor Police to cancel the use of annual leave on July 4th based on operational need or exigency.

~~The DISTRICT and the SDHPOA agree that the Chief of Harbor Police, in his discretion, can cancel all regular days off (RDOs) occurring on July 4th, to meet staffing needs. The parties further agree that the Chief of Harbor Police, in his discretion, can prohibit the use of annual leave on July 4th for any Employee with a special assignment as set forth in Article 18, Section 12 – Differentials or any member with a collateral duty pursuant to District Salary Ordinance Section 16 – Salary or Lead for Diving and District Salary Ordinance Section 18 – Differential for Certain Assignments.~~

~~The District agrees that within 20 calendar days of closing “bid for vacation” the Chief of Harbor Police shall make any necessary adjustments to, and issue approval of, the vacation schedule.~~

~~If any Employee’s vacation is required to be cancelled prior to the Chief’s approval of the vacation schedule, such cancellation shall be imposed based on department seniority as defined in Article 16 – Annual Leave for Vacation – Section b. The Parties agree to a reopener of this section regarding use of annual leave on July 4th in Year Two (2) of the Agreement.~~

~~Any member whose vacation request for July 4th is denied by the Chief of Harbor Police during review of the annual vacation bid shall be permitted to select another vacation bid that does not include July 4. Such member's selection of an alternate vacation time shall be based upon what would have been available to that member, based upon seniority, at the time of his or her original vacation selection, and shall not require the bumping of vacation time of any member with less seniority.~~

~~Nothing in this section shall abrogate the discretion of the Chief of Harbor Police to cancel the use of annual leave on July 4th based on operational need or exigency.~~

SECTION 5. HOLIDAY PAY

Effective October 1, 2022 holiday pay shall be calculated and paid based on the scheduled number of hours in a day of an Employee's normal work schedule.

ARTICLE 10 - COURT TIME

SECTION 1. OFF DUTY COMPENSATION FOR COURT PREPARATION TIME.

The DISTRICT agrees to compensate Employees at time and one half the hourly rates for all off-duty time spent in court, time spent with the District Attorney or Deputy City Attorney in preparations for court, and time spent transporting evidence to and from court.

SECTION 2. COMPENSATION FOR COURT APPEARANCE – OFF-DUTY.

The DISTRICT agrees to compensate each Employee a minimum of three (3) hours at one and one-half times the hourly rate for off-duty court time for each separate court appearance, including telephonic appearances, requested by the court.

SECTION 3. COMPENSATION FOR PRIVATE VEHICLE USE-COURT APPEARANCE.

Each Employee shall be reimbursed for the use of his/her privately owned vehicle at the IRS mileage rate as provided by the DISTRICT in compliance with the Fair Labor Standards Act for actual travel to and from court when so ordered by the court for actions in the performance of duties as a Harbor Police Officer.

SECTION 4. COURT TIME PARKING.

The DISTRICT agrees to reimburse Employees for all parking fees incurred for court time.

ARTICLE 11 - SICK AND EMERGENCY LEAVE

SECTION 1. LEAVES OF ABSENCE.

Except as otherwise specifically set out in this Memorandum, Employees covered by this Agreement shall be entitled to annual, sick, emergency, injury and other leaves of absence as contained in the Personnel Rules and Regulations of the DISTRICT as amended.

SECTION 2. EMERGENCY LEAVE.

The term Emergency Leave is used to make a clear differentiation between sick leave hours used by the Employee for personal illness and sick leave hours used for a family emergency concerning only illness and/or death within the immediate family.

In interpreting this Emergency Leave definition in the San Diego Unified Port 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". This must be substantiated in writing by a competent medical authority, if requested by the Director, Human Resources.

"Immediate family" as defined in the San Diego Unified Port District Personnel Rules and Regulations.

SECTION 3. FAMILY MEDICAL LEAVE.

Effective October 1, 2015 the calculation of protected leave required by the Family Medical Leave Act (FMLA) will be on a rolling year, which is determined by looking backward at the twelve (12) month period from the date the employee uses any FMLA leave.

SECTION 4. PAID SICK LEAVE

Effective July 1, 2023 Employees covered by this Agreement shall be entitled to forty (40) hours of sick leave per calendar year. The Employee must be employed ninety (90) days to be eligible to use sick leave. Sick leave hours are not carried over from year to year and are not paid out at termination.

ARTICLE 12 - 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 Chief of Harbor Police and Executive Director (or their designee) 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. An Employee asking for Special Leave without Pay shall submit his/her request on prescribed forms SDHPOA MOU 10/01/~~2019~~2022

with a transmittal letter, stating his/her reasons for the request. The Chief of Harbor Police shall recommend, and the Executive Director or designee 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. Employees on approved Special Leave Without Pay, who have been approved to return to their current position, will not be considered as separated from the DISTRICT, but such Employees shall accrue no annual leave while out on leave.

ARTICLE 13 - BULLETIN BOARDS

SDHPOA BULLETIN BOARDS.

The DISTRICT will furnish adequate bulletin boards in reasonable locations for the exclusive use of the SDHPOA. The bulletin boards shall only be used for posting:

- a. SDHPOA election materials.
- b. SDHPOA official business reports for the Board of Directors or committees.
- c. SDHPOA news bulletins and meeting notices.
- d. SDHPOA membership benefits, programs and promotional information.

The SDHPOA shall be responsible for maintaining bulletin boards exclusively used by the SDHPOA in an orderly condition and shall promptly remove outdated materials.

ARTICLE 14 - GENERAL PROVISIONS

SECTION 1. DISCIPLINE/PROBATIONARY EMPLOYEE.

The DISTRICT shall have the right to discipline or remove any Employee during his/her probationary period as established by the DISTRICT'S Personnel Rules and Regulations. Such discipline or removal shall not be subject to the grievance procedure or the appeals process as provided by said Personnel Rules and Regulations.

SECTION 2. REMOVAL OF ADVERSE REPORTS.

Written reprimands and counseling notices 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 Chief of Harbor Police or designee determines that retention of the specified record is no longer

appropriate, he/she will notify 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 3. PERFORMANCE EVALUATION APPEALS.

Upon an Employee presenting supporting facts and evidence that his/her performance rating was not determined by job-related performance, said Employee may appeal such a performance evaluation to his/her Appointing Authority, pursuant to Administrative Procedure #128-262 – Performance Evaluation Appeal Procedure. The Appointing Authority shall consider such facts and evidence in making his/her final decision as to the appropriate performance rating.

ARTICLE 15 - PROFESSIONAL DEVELOPMENT AND TRAINING PROGRAMS

SECTION 1. TRAINING RECOGNIZED.

Both the SDHPOA and the DISTRICT recognize that certain training for Employees is required for continued employment in the position of Harbor Police Officer. The DISTRICT recognizes its obligation to provide adequate scheduling of training classes to ensure that each Employee has the opportunity to complete required training. The DISTRICT agrees to receive, review, and consider written suggestions and information regarding various types of training, training methods, and any other related materials concerning Police Officer Training that might be submitted by the SDHPOA.

SECTION 2. TRAINING DISTRICT MANAGEMENT PREROGATIVE.

The SDHPOA recognizes and agrees that all training programs are the prerogative of DISTRICT management.

SECTION 3. OFFICERS SCHEDULED FOR TRAINING DAYS.

- a. An Employee scheduled for training sessions lasting less than eight (8) consecutive hours whose shift exceeds eight (8) hours must account for the difference between the hours of his or her work day and the training session. For purposes of this

section, travel time from the training site to the worksite shall be counted as part of the training session.

- b. Upon approval by the Chief of Harbor Police, the Employee may return to the worksite to work for the remainder of the work day, or the Employee may choose to receive pay in the form of any accrued annual leave in order to ensure the equivalent of 80 hours for the pay period.
- c. In those situations where a training session is eight (8) consecutive hours or more on a normal workday, the Employee shall be compensated for actual training time plus reasonable travel time, or the equivalent of a normal workday to ensure 80 hours for the pay period.

When a training session occurs on an Employee's regular scheduled day off, the Employee shall be compensated for the actual training time plus reasonable travel time, if applicable, as defined in Administrative Procedure 128-221.

- d. In those instances where Employees are mandated by the DISTRICT to participate in training which commences either three (3) or more hours before the Employee's next scheduled shift or three (3) or more hours after conclusion of said Employee's scheduled shift, the Employee shall be credited with not less than three (3) hours of compensable work time. The definition of training includes s, but is not limited to, CPR, First Aid and Range Qualification.

- d-e. Any Employee, while engaged in classroom instruction not scheduled during a normal average work week and average work day, and mandated by Federal or State law or District requirements, shall be compensated at one and one-half (1 ½) times the regular rate for no more than the actual number of hours of such instruction.

ARTICLE 16 - ANNUAL LEAVE FOR VACATIONS

SECTION 1. ACCRUAL OF ANNUAL LEAVE TIME.

Effective October 1, 2014, Employees shall earn and accrue leave time as follows:

- a. One hundred forty-four (144) hours annually, cumulative to four hundred thirty two (432) maximum hours, from the first pay period through the end of the fifth year of service.
- b. One hundred eighty-four (184) hours annually, cumulative to five hundred fifty-two (552) maximum hours, beginning the sixth through tenth years of service.

- c. Two hundred twenty-four (224) hours annually, cumulative to five hundred fifty-two (552) maximum hours, beginning the eleven through fifteenth years of service.
- d. Two hundred fifty-four (254) hours annually, cumulative to six hundred thirty-two (632) maximum hours, beginning the sixteenth and succeeding years of service.

SECTION 2. SCHEDULING OF ANNUAL LEAVE FOR VACATION PURPOSES.

Scheduled periods of annual leave shall be made available by the DISTRICT and kept current at Harbor Police facilities, the airport, and at other necessary locations. ~~As a general rule such schedules shall be prepared permitting a minimum of two (2) Employees per shift to be on annual leave at a time for vacation throughout the year subject to exceptions for severe staffing problems.~~ Employees shall be entitled to take authorized annual leave in accordance with the following procedures:

The Annual Vacation Bid will begin once the Annual Bid for Shift is complete. The vacancy percentage of the department will be determined on September 1 of each year to determine the procedures for the Vacation Bid for the following calendar year. The vacancy percentage will be based on the total number of budgeted sworn positions (i.e. 140 budgeted positions with 20 vacancies equals 14% vacancy percentage) as compared to current sworn staff on September 1. This percentage will be determined by Command Staff in conjunction with the Vacation Bid Administrator.

If the vacancy percentage is 10% or less, the Standard Vacation Bid Procedures will apply as described in section A.

If the vacancy percentage is more than 10%, the Critical Staffing Level Contingency Bid Procedures described in section B will apply in addition to the Standard Vacation Bid Procedures described in sSection A.

If the staffing percentages change (positively or negatively) after September 1, there will not be any retroactive changes to the bid procedures for that Annual Vacation Bid.

A. Standard Vacation Bid Procedures

1. The number of people allowed to bid for the same time is the following:
 - a. Sergeants – No more than one Sergeant per shift with the same days off. No more than two Sergeants for each end of the week.
 - b. Corporals and Officers – These ranks, per the MOU, are grouped together for the Vacation Bid. There are 11 total people allowed to be off at any one time.
 - 4 Officers/ Corporals from Day Shift

- 4 Officers/ Corporals from Evening Shift
- 3 Officers/ Corporals from Midnight Shift

2. The amount of vacation time each person is allowed to bid for is based upon years of service as follows:

- a. 0-5 years of service: 4 weeks
- b. 6-10 years of service: 5 weeks
- c. 11-15 years of service: 6 weeks
- d. 16+ years of service: 8 weeks

3. There will be three rounds of vacation bidding as follows:

a. **Round 1** – During this round of bidding, employees will have two options for their bid.

- First, the employee may bid for consecutive, uninterrupted time.
 - As an example, the employee may bid for February 1-21 (3 weeks).
 - Second, the employee may bid for non-consecutive time as follows:
 - The employee may bid for two interrupted time periods within a 61-day window.
 - As an example, an employee could bid for February 1-21 (3 weeks) and March 7-13 (1 week). This bid example would count for a total of 4 weeks and would be considered this employee's first bid.
 - The first day and last day of this bid must occur within the two-month (61 calendar days) window.
- During this first round, employees may bid for any amount of time within their respective cap limit, based upon years of service.

b. **Round 2** – During this round of bidding, an employee may only bid for consecutive, uninterrupted time.

- Employees may bid for any remaining time within their cap limit.
 - As an example, if the employee has a 4-week cap and has already bid for 3 weeks, they will be allowed to bid for up to 1 week in this second round.
- The total of both the first and second rounds of the bid are not allowed to exceed the employee's cap limit.

c. **Round 3** – This round of bidding will be conducted as follows:

- The bidding order will be reversed, beginning with the employee with the fewest years of service and continuing to the employee with the most years of service.
- Employees will be allowed to bid for up to one additional week above their respective cap limit.
- Employees may bid for consecutive or non-consecutive time during this third round for the additional week only. Any unused time from the first two rounds of bidding must be taken consecutively.
- This third round will continue until all employees have had a third bid or until all available vacation time has been taken, whichever comes first.

B. Critical Staffing Level Contingency Bid Procedures

1. The total amount of vacation time each person is allowed to bid for during the Critical Staffing Level Contingency bid remains unchanged and is based upon years of service as follows:

- a. 0-5 years of service: 4 weeks
- b. 6-10 years of service: 5 weeks
- c. 11-15 years of service: 6 weeks
- d. 16+ years of service: 8 weeks

2. Corporals and Officers

- a. The number of corporals/ officers allowed to bid for Day shift and Evening shift will be reduced by 1. This equates to 9 total people off at any one time and breaks down to the following:
 - 3 Officers/ Corporals from Day Shift
 - 3 Officers/ Corporals from Evening Shift
 - 3 Officers/ Corporals from Midnight Shift
- b. The additional week provided to all employees above their respective cap limit (provided during the Third Round of bidding in the Standard Bid) is eliminated.
- c. All other Standard Vacation Bid procedures still apply.

3. Sergeants and Lieutenants

- a. The Critical Staffing Level Contingency Bid dictates that Sergeants and Lieutenants will be restricted to the total number of consecutive weeks they can bid for during each of the bidding rounds. These limitations are as follows:

- First Round: 4 weeks total time allowed
 - 0-10 Years: Maximum of 2 consecutive weeks (total 4 weeks)
 - 11-15 Years: Maximum of 2.5 consecutive weeks (total 4 weeks)
 - 16+ Years: Maximum of 3 consecutive weeks (total 4 weeks)
- As in the Standard Bid, the two interrupted time periods must be within a 61-day window.
- Second Round:
 - 0-10 years of service: Maximum of 2 consecutive weeks
 - 11-15 years of service: Maximum of 2.5 consecutive weeks
 - 16+ years of service: Maximum of 3 consecutive weeks
- Third Round:
 - The additional week provided to all employees above their respective cap limit (provided during the Third Round of bidding in the Standard Bid) is eliminated.
 - Employees may bid for up to 40 hours of non-consecutive time (time taken non-consecutively will be counted against the maximum allowable time for the Third Round). All other remaining time must be taken consecutively.
 - 0-10 years of service: Maximum of 2 consecutive weeks
 - 11-15 years of service: Maximum of 2.5 consecutive weeks
 - 16+ years of service: Maximum of 3 consecutive weeks
 - All other Standard Vacation Bid procedures still apply.

Note: The vacation bid will remain in compliance with Article 9, Section 4: Staffing For Fourth of July Holiday contained within the Memorandum of Understanding between the DISTRICT and the SDHPOA.

- a. ~~At least annually, Management shall prepare and make available, in a timely manner, an annual leave schedule for all employees.~~

- ~~b. For the purposes of this Article, seniority shall be defined as the total amount of continuous service within a classification in the Department. However, for purposes of this Article, Corporals shall be considered with the Harbor Police Officers for vacation scheduling, except with respect to July 4th denied leave, pursuant to Article 9, Section 4.~~
- ~~c. The Employee with the greatest seniority will be given the opportunity to have first choice of his or her annual leave schedule, with the other Employees being given their choice in descending order of seniority. Employees waive any seniority rights they may have had once the annual leave schedule has been prepared and approved.~~
- ~~d. 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.~~

SECTION 3. WHEN LEAVE TIME IS AVAILABLE.

Eligible Employees may take earned vacation on the first day of the pay period following the pay period in which it is earned.

SECTION 4. MINIMUM AMOUNT OF USABLE ANNUAL LEAVE.

The minimum amount of annual leave that may be used and charged against balance is one-quarter (1/4) hour.

SECTION 5. ANNUAL LEAVE CASH-OUT.

- ~~a. Beginning October 1, 2022, employee will be limited to cashing out leave twice per year in June and December, up to 80 hours. The election decision must be made prior to the end of the preceding year and is irrevocable. In order to be eligible to receive the designated leave cash out, the employee must have at least 120 hours of leave remaining at the time of the cash out.~~
- ~~a. Any permanent Employee may cash out twenty (20) hours' worth of annual leave once per year as long as at least 144 annual leave hours remain accrued after the cash-out. Only one cash out of exactly twenty (20) hours will be paid to an eligible Employee per salary year (October 1 through September 30). 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.~~
- b. For cash out related to pay out of leave in excess of the maximum accrual rate, refer to Administrative Procedure 128-213.

ARTICLE 17 - PAYROLL DEDUCTIONS FOR DUES OR OTHER DEDUCTIONS

SECTION 1. VOLUNTARY DUES DEDUCTIONS.

The DISTRICT shall, upon voluntary written authorization of the Employee, deduct from the Employees' biweekly pay SDHPOA dues or other deductions. The DISTRICT shall promptly remit to the appropriate designee of the SDHPOA.

SECTION 2. INDEMNIFICATION.

The SDHPOA shall indemnify and hold the DISTRICT harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of the application of the above Section 1 of this Article.

ARTICLE 18 - COMPENSATION AND BENEFITS

SECTION 1. ESTABLISHMENT OF COMPENSATION RATES.

Effective 10/1/22

~~—A new salary structure will be implemented that increases the number of steps in the salary table from five (5) to eight (8), not including longevity pay. The percentage between each step is three percent (3%). The percentage between each range is five percent (5%). On October 1, 2022, employees will be placed in the new structure at a step that is, on average, 5.5% above their current base pay, not including longevity pay, differential pay or incentive pay. The salary structure providing base rates of pay will be provided in the Salary Ordinance, Exhibit D. In years two (2) and three (3) of the Agreement, the salary table will be increased by the following percentages, to be reflected in the Salary Ordinance:~~

~~a. October 1, 2023 4.0%~~

~~b. October 1, 2024 3.0%~~

~~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 "D".~~

~~b. The Salary Ordinance shall reflect the following approximate unadjusted base salary increases for the term of this Memorandum:~~

~~1. October 1, 2019: 3% to Lieutenants, Sergeants, Corporals, Officers~~

~~2. October 1, 2020: 3% to Lieutenants, Sergeants, Corporals, Officers~~

~~3. October 1, 2021: 3% to Lieutenants, Sergeants, Corporals, Officers~~

~~b.~~ The SDHPOA recognizes that Employees in Class No. E515-CNR14 shall be paid at a rate of ten percent (10%) below Step ~~A-1~~ on the range for that Class until the completion of required training ~~as prescribed by the Salary Ordinance~~.

SECTION 2. OVERTIME COMPENSATION RATE.

Employees will be paid the overtime rate of one and one half times the FLSA regular rate of pay as provided for in the Salary Ordinance. See Article 7.

a. Compensatory Time Off

Effective October 1, 2023, overtime compensation shall be payable to Employees in cash or in compensatory time off, at the election of the Employee. Determination of pay or compensatory time off for overtime shall be made by an Employee at the conclusion of the overtime worked but no later than the end of the pay period. The DISTRICT reserves the right to pay cash rather than compensatory time to an Employee for overtime worked. Employees are allowed a maximum bank of 20 hours of compensatory time off. Any compensatory time off remaining in an Employee's bank will not be carried over to the following year and will be paid in cash.

Requests for the use of compensatory time off must take into account public safety and the safety of Employees and should not unduly disrupt the operations of the Department. The DISTRICT will make a reasonable effort to grant requests for the use of compensatory time off. Requests for compensatory time off may be submitted up to six (6) weeks in advance of the requested leave date. Compensatory time off shall be granted when requested at least fourteen (14) days in advance if, at the time of the request, granting the leave will not reduce patrol staffing below minimum requirements. Requests for compensatory time off that are not made within fourteen (14) days advance notice shall be subject to approval by the supervisor period

In cases where granting the leave would reduce patrol staffing below minimum requirements, (as determined by the Watch Commander), the Department will request a qualified Employee, as determined by the Chief of Harbor Police or the Chief's designee, to work on an overtime basis so that the leave request may be granted. The Employee requesting leave may assist by arranging for a qualified Employee to work in their place but is not required to do so. If a qualified Employee does not fill the request to work in place of the Employee requesting the leave, the leave request may be denied

If the granting of compensatory time off for Employees of non-patrol assignments would cause staffing to fall below the staffing standards established for the unit

and/or detail, the Department may choose to deny the request, offer overtime to qualified Employees to fill the vacancy, or operate below staffing standards.

SECTION 3. DIVERS' COMPENSATION.

- a. Divers' pay for employees at the ranks of Officer, Corporal and Sergeant shall be as prescribed in the Salary Ordinance. Any Employee in classes E510 (Harbor Police Sergeant), E515 (Harbor Police Officer), or E505 (Harbor Police Corporal) shall be paid at a rate approximately five percent (5%) higher than the employee's base rate of pay for said class when regularly assigned to the Harbor Police dive team. For employees at the rank of Lieutenant, divers' pay shall only apply for hours worked supervising, managing, or commanding diving operations.
- b. Divers on light or modified duty for more than one hundred sixty (160) hours shall stop receiving dive pay and must be cleared for full duty by a DISTRICT physician prior to reinstatement of dive pay, with the exception of Employees who have dive operations-related injuries which are defined as:

"Diving operations" mean the time spent in the water, time rigged in diving equipment, time spent in decompression following diving, and time spent by any trained and fully qualified diver serving as a "surface tender" for a dive team during dives and time spent maintaining, transporting and the handling of dive equipment.

- c. The Chief of Harbor Police may, at their discretion, extend dive pay for divers on light or modified duty if the Employee, working within their work restrictions, provides administrative or operational support to the dive team.

SECTION 4. RETIREMENT BENEFITS.

- a. The DISTRICT shall make a contribution into the retirement system in an amount of up to eight point eight percent (8.8%) of each Employee's gross wage covered by this Memorandum as prescribed for the Salary Ordinance through the term of this Memorandum.
- b. For retirements effective on or after January 1, 2002, the following changes in percentages per year of service at different ages will form the basis for the calculation of retirement benefits. The percent of Final Compensation (highest one year salary) at the specified ages is increased from the current levels to those shown for all retirements of Employees as of the effective date. All past and prospective costs for the following changes shall be borne by the DISTRICT.

Age	Present Factors	January 1, 2002 Factors
50	3.0%	2.50%
51	3.0%	2.54%

52	3.0%	2.58%
53	3.0%	2.62%
54	3.0%	2.66%
55+	3.0%	2.70%

- c. Effective January 1, 2002, a retirement allowance cap of 90% of Final Compensation (Cap) is established. Any Employee, whose unmodified retirement allowance would have exceeded the Cap on January 1, 2002, will be allowed to remain under the current formula with no Cap; any Employee not exceeding the Cap on January 1, 2002 shall not be eligible to accrue benefits in excess of the Cap.
- d. Employees hired on or after October 1, 2005 are not eligible for the following retirement plan provisions: Deferred Retirement Option Plan (DROP); Purchase of Service, except those purchases guaranteed by state and federal law, and the supplemental benefit "thirteenth check".
- e. Beginning October 1, 2006 new hires will have the following retirement plan change: service years required for retiree health insurance eligibility will increase from five (5) to ten (10) years.
- f. The retirement formula for Employees hired on or after January 1, 2010 will change to "3% at 55", with an Employee Option to Retire and Begin Collecting Benefits upon completion of 30-years of DISTRICT service, whether or not having reached 55.
- g. Effective January 1, 2010, all Employee "New Hire Final Compensation" will be based on an average of the "Last Three Years of Salary" instead of the "Highest One-Year Salary".

Effective January 1, 2010 all new hires will be part of the "Next Generation Retirement Healthcare Plan" as provided for in the Salary Ordinance.

- h. The retirement formula for Employees hired on or after January 1, 2013 will be their choice of the following options:
 - 2.0% at age 50
 - 2.1% at age 51
 - 2.2% at age 52
 - 2.3% at age 53
 - 2.4% at age 54
 - 2.5% at age 55
 - 2.6% at age 56
 - 2.7% at age 57 and above
- i. Employees hired on or after January 1, 2013 are subject to the provisions of the Public Employees' Pension Reform Act (PEPRA). Those Employees who are considered

“new members” under PEPRA will be required to pay 50% of the normal cost of the defined benefit. The term new member refers to:

- An individual who has never been a member of any public retirement system prior to January 1, 2013; or
 - If a member of any other public retirement system prior to January 1, 2013, not subject to reciprocity; or
 - An individual who moved between retirement systems or between public employers within a retirement system after more than a six (6) month break in service.
- j. Those Employees hired on or after January 1, 2013 who are also new members will not be eligible to participate in Section 4 (a) of the Salary Ordinance. Under PEPRA, the DISTRICT is precluded from paying any Employee contribution (also called “pick-up” or “offset”) for new members.
- k. Pensionable compensation is defined as the normal monthly rate of pay or base pay of the Employee paid in cash to similarly situated members of the same group or class of employment for services rendered on a full-time basis during normal working hours (Article 6), pursuant to publicly available pay schedules. Specifically excluded from the definition are the following:
- Any compensation determined to have been paid to increase an Employee’s retirement benefit.
 - Compensation previously provided in kind by the employer or paid to a third party for the benefit of an Employee and was converted to cash.
 - Any one time or ad hoc payments.
 - Severance.
 - Payments for unused annual leave.
 - Payments for additional services rendered outside of normal working hours.
 - Any employer-provided allowance, reimbursement or payment including but not limited to housing, vehicle or uniforms.
 - Payments for overtime.
 - Employer contributions to deferred compensation or defined contribution plans.
 - Bonuses.
 - Any other compensation the retirement board determines is inconsistent with the law.
 - Any other compensation the retirement board determines should not be pensionable.
- l. Effective October 1, 2013, holiday pay for PEPRA Employees shall be non-pensionable.

m. In addition to the Industrial Disability Retirement conditions set forth in Division V of the San Diego Unified Port District Retirement Plan and Trust, effective January 1, 2020, the following conditions will be added as eligible conditions for Industrial Disability Retirement for SDHPOA members:

- The Employee is a victim of a violent attack involving the use of deadly force,
- The attack occurs on or after January 1, 2020,
- The attack occurs while the Employee is performing his/her duties as a police officer employed by DISTRICT,
- The attack causes the Employee great bodily harm,
- The attack causes the Employee to suffer a nervous or mental disorder, and
- The SDCERS Retirement Board determines, based upon the medical evidence, that the Employee has become psychologically or mentally incapable of performing his or her normal and customary duties, as a result of the attack.

SECTION 5. 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 (\$2000) per year subject to the provisions of any applicable DISTRICT administrative policy or standard operating procedure. Such refunded courses must have prior written approval of the Director of Human Resources or designee. Course work shall be done during off duty hours.

SECTION 6. HEALTH INSURANCE.

- a. 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 the HMO 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. The DISTRICT also agrees to pay fifty-five percent (55%) of the premium for dependent coverage in the PPO plan.
- b. The SDHPOA agrees to send at least one representative to attend and participate on the Health Benefits Committee (Committee). 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 defined or otherwise 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. 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

shall have no binding impact upon the DISTRICT. The frequency, time and location of the Committee meetings shall be as determined by the Committee members.

c. For 2022, the negotiations team will convene prior to the end of October 2022 to review benefits for the proposed benefits for 2023 for purpose of meet and confer.

d. For each subsequent year, the DISTRICT will notify the SDHPOA of its intent to reopen this Agreement regarding health/dental insurance.

~~e. Due to escalating health care costs and the ongoing work of the Health Benefits Committee, the parties agree for 2019, the parties shall convene prior to the end of October 2019 to review benefits for the purpose of reaching mutually acceptable changes to these benefits, including potential costs and benefit level changes. (Examples include but are not limited to: increasing the percentage the DISTRICT pays for Employee dependents and/or increasing the co-pays that Employees pay.)~~

~~For each subsequent year, the DISTRICT will notify the SDHPOA of its intent to reopen this Agreement regarding health/dental insurance.~~

d.e. The DISTRICT agrees to provide a quarterly experience rating for the DISTRICT medical plans for all covered Employees represented by the SDHPOA and their covered dependents.

SECTION 7. DENTAL INSURANCE.

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 Employees' dependent coverage for any DISTRICT authorized dental plan.

SECTION 8. LIFE INSURANCE.

Effective January 1, 2020, the DISTRICT agrees to pay the premium on the DISTRICT sponsored Fifty Thousand Dollar (\$50,000) term life insurance program as set forth in the Salary Ordinance for all Employees represented by SDHPOA 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.

SECTION 9. UNIFORM ALLOWANCE.

The DISTRICT agrees to provide all Employees an annual uniform and equipment allowance (for any items required and authorized by the DISTRICT) for replacement of uniforms and equipment caused by normal usage. Such items which are considered uniforms and equipment are those included in Exhibit B which is attached and made part of this Memorandum.

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The annual allowance of One Thousand Five Hundred dollars (\$1,500) shall be payable in one lump sum on the second paycheck in October each year. Any Employee terminated, either voluntarily or involuntarily, from employment with the District after October 1, 1995 shall refund any unused portion of the annual allowance on or before his/her termination date. The unused portion shall consist of 1/12 (one-twelfth) the allowance times the number of months and partial months left between the termination or separation date and the end of the salary year. For Employees hired after September 30, 1994, the following shall apply:

- a. For new Employees who are subject to certain Harbor Police training as determined by the Executive Director, fifty percent (50%) of the allowance shall be paid within the first thirty (30) days after hire, and the remaining fifty percent (50%) paid upon successful completion of the training.
- b. For new and rehired Employees who are considered by the Executive Director to be lateral entries and not subject to the Harbor Police training requirements referenced above, the allowance shall be paid in full within the first thirty (30) days after the Employee's hire date or rehire date.

SECTION 10. EDUCATIONAL INCENTIVE PAY.

- a. As an incentive for continued professional education and improved law enforcement knowledge, the DISTRICT agrees to provide additional compensation, to be known as educational incentive pay, to sworn Employees who obtain an Intermediate or Advanced P.O.S.T. Certificate

b. Effective October 1, 2022, Educational Incentive Pay shall be: Four Hundred dollars (\$400) per month for any Employee holding an Intermediate P.O.S.T. Certificate and Five Hundred Dollars (\$500) per month for any Employee holding an Advanced P.O.S.T. Certificate

c. Effective October 1, 2023, Educational Incentive Pay shall be: Four Hundred Fifty dollars (\$450) per month for any Employee holding Intermediate P.O.S.T. Certificate and Five Hundred Fifty dollars (\$550) per month for any Employee holding Advanced P.O.S.T. Certificate

~~b. Effective October 1, 2018, educational incentive pay shall be:~~

- ~~• Three Hundred Eight dollars and thirty-three cents (\$308.33) per month for any Employee holding an Intermediate P.O.S.T. Certificate~~
- ~~• Four Hundred Eight dollars and thirty-three cents (\$408.33) per month for any Employee holding an advanced P.O.S.T. Certificate~~

All requirements of P.O.S.T. for intermediate and advanced certification both now and in the future must be met in order to continue to receive educational incentive pay.

~~e.d.~~ Incentive pay at the appropriate level will be paid upon satisfactory submission and approval of appropriate documentation and payroll processing.

SECTION 11. COMPENSATION FOR MEDICAL TREATMENT- JOB RELATED INJURIES/ILLNESS.

Any Employee on full or modified duty status receiving medical treatment authorized by the DISTRICT for job related injuries/illness shall be compensated at his/her hourly rate for any and all time spent for such treatment including travel to and from the medical facility.

SECTION 12. DIFFERENTIALS.

a. Effective October 1, ~~2019~~2022, a Field Training Officer (FTO) differential of ~~Three-Six~~ dollars (~~\$63.00~~) per hour will be paid to any Employee performing the duties of FTO when assigned as the FTO working with a Harbor Police Trainee. The FTO differential shall not be paid for any paid time off. ~~The parties agree to a reopener on this item in Year (3) of the Memorandum.~~

b. Effective October 1, ~~2015-2022~~ time spent by any Employee performing the following duties shall receive a differential of Two dollars (\$2.00) per hour. These differentials shall not be paid for any paid time off.

- Academy Training Officer
- Bay Control Officer
- Community Policing Sergeant
- Drone Team
- Fire Training Coordinator
- Homeland Security Officer
- Homeland Security Sergeant
- Homeless Outreach Officer
- Human Trafficking Team
- IA Sergeant
- Investigations
- Investigations Sergeant
- Joint Terrorism Task Force
- Major Trafficking Task Force
- Marine Task Force
- Narcotics Task Force

- Training Coordinator
- Training Sergeant
- Vehicle Accident Reconstructionist
- Vessel Accident Investigator

~~b.— Academy Training Officer, Bay Control Officer, Community Policing Sergeant, Fire Training Coordinator, Homeland Security Officer, Homeland Security Sergeant, IA Sergeant, Investigations Sergeant, Investigations, Joint Terrorism Task Force (JTTF), Marine Task Force (MTF), Narcotics Task Force (NTF), Training Coordinator, or Training Sergeant shall receive a differential of One dollar sixty-five cents (\$1.65) per hour. These differentials shall not be paid for any paid time off.~~

~~c.—~~

~~d. Effective October 1, 2019 time spent by any Employee performing the duties of Cross Border Violent Crimes Task Force shall receive a differential of One dollar sixty-five cents (\$1.65) per hour. These differentials shall not be paid for any paid time off.~~

~~e.—~~

~~f. Effective October 1, 2015 time spent, as approved by a supervisor, by any Employee teaching, training, or preparing to teach or train Defensive Tactics (DeTac), Emergency Vehicle Operations Course (EVOC), Fire Training, First Aid/CPR Instructor, First Responder Operations Hazardous Materials Training (FRO), Maritime Law Enforcement Training Center (MLETC), Taser Instructor, Vessel Instructor, or Weapons Training Unit (WTU) shall receive a differential of One dollar sixty-five cents (\$1.65) per hour. These differentials shall not be paid for any paid time off.~~

~~g.—~~

h.c. Effective October 1, 2020 time spent, as approved by a supervisor, by any Employee teaching, training, or preparing to teach or train Defensive Tactics (DeTac), Emergency Vehicle Operations Course (EVOC), Fire Training, First Aid/CPR Instructor, First Responder Operations Hazardous Materials Training (FRO), Maritime Law Enforcement Training Center (MLETC), Taser Instructor, Vessel Instructor, or Weapons Training Unit (WTU) shall receive a differential of Two dollars (\$2.00) per hour. These differentials shall not be paid for any paid time off.

~~Effective October 1, 2015 time spent by any Employee performing the duties of Vehicle Accident Reconstructionist, Maritime Tactical (MarTac) Team or Vessel Accident Investigator shall receive a differential of One dollar sixty-five cents (\$1.65) per hour. These differentials shall not be paid for any paid time off.~~

Effective October 1, 2020 any Employee assigned the duties of Maritime Tactical (MarTac) Team shall receive a differential of Two dollars (\$2.00) per hour. This differential shall not be paid for any paid time off.

For employees at the ranks of Officer, Corporal and Sergeant, MarTac pay shall be prescribed as in the Agreement above. For employees at the rank of Lieutenant,

MarTac pay shall only apply for hours worked supervising, managing or commanding MarTac operations.

~~i.d. Effective during the first payroll period commencing on or after October 1, 2006, a shift differential of One dollar sixty cents (\$1.60) per hour shall be provided to those Employees who are assigned to a shift where at least 50% of said shift hours occur between the hours of 1800 and 0800. An assigned shift is one where, for at least thirty (30) consecutive calendar days, the employee is required to work the same schedule.~~

Effective October 1, 2019, a shift differential of Two dollars fifty cents (\$2.50) per hour shall be provided to those employees who are assigned to a shift where at least 50% of said shift hours are after 2300 hours. An assigned shift is one where, for at least thirty (30) consecutive calendar days, the employee is required to work the same schedule.

Effective October 1, 2022-, a reopener is triggered if working hours are modified from the current 10-hour days.

~~j.e.~~ Effective January 1, 2009 under **special circumstances** the Chief of Harbor Police may recommend and the Executive Director or designee, may approve, an Employee, who has been placed on an administrative leave or is required to change shifts for the DISTRICT'S benefit which deprives the Employee of his/her normal differentials, may continue to receive any differentials she/he was receiving prior to the administrative leave or change of shift.

SECTION 13. EXPERIENCE COMPENSATION.

Effective the first payroll commencing on or after October 1, 2022, employees will be eligible to receive longevity pay as follows:

Employees who have completed at least ten (10) years of active service as a Harbor Police Officer, shall receive five percent (5%) longevity pay, calculated on their base rate of pay.

Employees who have completed at least fifteen (15) years of active service as a Harbor Police Officer, shall receive an additional four percent (4%) longevity pay, calculated on their base rate of pay.

Employees who have completed at least nineteen (19) years of active service as a Harbor Police Officer, shall receive an additional three percent (3%) longevity pay, calculated on their base rate of pay.

~~Effective during the first payroll period commencing on or after October 1, 2002, after the completion of 15 years of active service as a Harbor Police Officer, the eligible Employee shall receive F Step, which is an increase equivalent to Five percent (5%) of the Employee's previous step. Effective during the first payroll period commencing on or after October 1, 2006, after the completion of 19 years of active service as a Harbor Police Officer, the eligible Employee shall receive G Step, an increase equivalent to an additional Five percent (5%) of the Employee's previous step. Per this section, "active service" shall mean full-time service as a Harbor Police Officer, uninterrupted by separation and includes actual time worked, leaves of absence with pay, military leave without pay, and FMLA leave. Employees on approved Special Leave Without Pay, who have been approved to return to their current position, will not be considered as separated from the DISTRICT, but such Employees shall accrue no annual leave while out on leave.~~

SECTION 14. SHORT TERM DISABILITY

Effective October 1, 2015, the DISTRICT agrees to pay the premium on the DISTRICT sponsored Short Term Disability insurance for all Employees represented by SDHPOA.

SECTION 15. WATCH COMMANDER

Full-time employees in class E510 (Harbor Police Sergeant) when assigned as the responsible lead person for an entire evening, night, weekend or holiday shift, whenever a supervisory class is not on said shift, shall be paid at a rate of approximately five percent (5%) higher than the employees base rate of pay. Employees receiving a lead differential under the provisions of this section shall not receive the differential for any paid time off or for time worked while light or modified duty.

SECTION 16. CANINE TEAM

Any full-time Employee regularly assigned to the Harbor Police Canine Team shall be paid at a rate approximately five percent (5%) higher than the employee's base rate of pay.

SECTION 17. RETENTION STIPENDS

Retention stipends to be paid on a sliding scale depending on staffing levels each year of the Agreement. The stipends encourage officers to remain with the department for an additional year and includes a claw-back provision providing for repayment of the stipend if the officer leaves during the retention period.

- Year 1: Employees will receive a \$5,000 retention bonus to be paid January 1, 2023
- Years 2 and 3: Based on average staffing levels for the month of July, August, and September of the preceding contract year, employees will receive retention bonuses as follows:
 - 0-5% vacancy rate = \$2,000
 - 6-10% vacancy rate = \$3,000
 - 10+% vacancy rate = \$4,000
- Retention stipends will be paid in full in January of the contract year and will be recoverable on a quarterly basis if the employee leaves prior to the end of the contract year. For example, if an employee leaves during the third quarter of the contract year, the employee would be required to pay back 25% of the retention bonus.
- Vacancy rate will be calculated based on 140 allocated sworn positions.

ARTICLE 19 - SAFETY EQUIPMENT

SECTION 1. SERVICE SAFETY EQUIPMENT.

The DISTRICT shall provide necessary safety equipment for all Employees as currently offered by the DISTRICT and as may be required by state law, and to issue duty handguns at no cost to Employees employed after July 1, 1983.

SECTION 2. DAMAGED EQUIPMENT.

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

- a. That the damaged uniform or equipment 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.

ARTICLE 20 - OFFICIAL COMPLAINT AND REBUTTAL PROCESS

SECTION 1. COMPLAINT AND REBUTTAL PROCESS.

The complaint and rebuttal process outlined in the current Harbor Police Department policy is agreed to in the handling of official complaints involving individual Employees.

SECTION 2. PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS.

Nothing in this Article is intended to change, abrogate, or diminish the rights of Employees under the Public Safety Officers Procedural Bill of Rights Government Code Section 3300, et seq. and any amendments thereto.

SECTION 3. INVESTIGATIONS.

- a. Any Employee under investigation shall normally receive three (3) days notice prior to an interrogation except where the Chief of Harbor Police determines that the integrity of the investigation or exigent circumstances requires a shorter notice. At the time an Employee is advised that an interrogation is planned the Employee will be advised of the subject of the interrogation and shall be given the opportunity to review any written complaint that gave rise to the investigation, unless the Chief of Harbor Police determines that providing such opportunity would adversely affect the integrity of the investigation.
- b. The actual scheduling of the interrogation will be subject to the reasonable accommodation of the schedules of the subject employee and his/her representative.
- c. Whenever an Employee has discharged his/her weapon such that the watch commander contacts investigative personnel and management staff, then the watch commander shall also arrange for contacting the SDHPOA as reasonably soon as circumstances allow. The SDHPOA shall provide the name and phone number of the person it wants to have contacted under such circumstances.

ARTICLE 21 - CONTINUATION OF WAGES, HOURS, AND FRINGE BENEFITS

During the term of this Memorandum, no provisions subject to meet and confer shall be revised to adversely affect the employees covered by this Memorandum. Any exceptions shall comply with procedures in accordance with state law.

Nothing herein shall affect or impair the right, if any, of the DISTRICT or the SDHPOA granted pursuant to Section 3504.5 of the California Government Code nor prevent the parties to this Memorandum from mutually agreeing to meet and confer in good faith on matters within the scope of meet and confer during the term of this Memorandum.

ARTICLE 22 - 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 operation. 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. CLASSIFICATIONS.

It is the exclusive right of Management to determine when any new classifications will be established and when existing classifications will be reclassified or deleted. The DISTRICT will advise and provide reasons therefore to the SDHPOA whenever revisions or changes in classifications are contemplated in the Classified Service of the DISTRICT employees covered by this Memorandum.

SECTION 3. EMPLOYMENT/PROMOTIONAL PRACTICES/ SUPERVISORY STAFFING.

It is the exclusive right of Management to determine procedures for examination, promotions, and appointments for employment in DISTRICT positions, and to determine criteria for establishment of supervisory personnel, including the ratio of supervisory personnel to subordinates.

SECTION 4. CONSISTENCY WITH STATE EMPLOYEE RELATION LAWS.

The exercise of the above rights is consistent with the Meyers-Milias-Brown Act, as amended.

ARTICLE 23 - GRIEVANCE PROCEDURE

The Grievance Procedure as set forth in Administrative Procedure No. 128-260 dated August 2015, is acceptable and included as a part of this Memorandum as Exhibit A.

SECTION 1. WHO MAY FILE.

A grievance within the definition as provided in this article may be filed by an individual Employee(s) or the SDHPOA on behalf of an Employee(s) and covered by this Memorandum. Nothing in this Article 23 shall preclude a non-member of the SDHPOA from filing a grievance under the provisions as outlined in Administrative Procedure 128-260.

SECTION 2. CHOICE OF REPRESENTATIVE.

An Employee(s) covered by this Memorandum shall be allowed a representative of his/her choice in the processing of a grievance; however, neither a Corporal nor a Harbor Police Officer shall represent supervisory positions in matters of grievances except as provided herein. In the event a supervisor(s) is the initiating party to a grievance matter, a scheduled grievance proceeding may at the option of the Executive Director either be continued until such time that supervisory representation can be provided or permission be granted to have representation provided by a Corporal or a Harbor Police Officer.

SECTION 3. INTERPRETATION OR APPLICATION OF THIS MEMORANDUM.

If in the event a grievance arises out of questions relating to the interpretation or application of this Memorandum, the SDHPOA may file its grievance directly to the Executive Director on behalf of the members covered by this Memorandum within fourteen (14) calendar days of becoming reasonably aware of the issue to be resolved. The Executive Director or his or her designated representative shall, within fourteen (14) calendar days, meet and confer with the SDHPOA in an endeavor in good faith to resolve said grievance.

If no resolution of the matter is arrived at, either the Executive Director or the SDHPOA may, within fourteen (14) calendar days of concluding the meeting and conferring, request that the Board of Port Commissioners hear the matter and any decision they reach shall be considered final.

ARTICLE 24 - PERSONNEL RULES AND REGULATIONS

SECTION 1. DRUG AND ALCOHOL POLICY.

SDHPOA has reviewed and agrees to support the Drug and Alcohol Policy as outlined by the DISTRICT.

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SECTION 2. INJURY LEAVE POLICY.

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

SECTION 3. REOPENER FOR PERSONNEL RULES AND REGULATIONS.

The DISTRICT and the SDHPOA agree to a reopener of the DISTRICT'S Personnel Rules and Regulations during the term of the Agreement.

ARTICLE 25 - SEVERABILITY

If any section, subsection, subdivision, sentence, clause or phrase of this Memorandum is for any reason held by a court of competent jurisdiction to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portion of the Memorandum.

ARTICLE 26 - LABOR MANAGEMENT COMMITTEE

The Labor Management Committee (LMC) will be comprised of representatives of both the DISTRICT and the SDHPOA. 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 agreement of the parties, no changes in terms and conditions of employment shall be effectuated as a result of LMC meetings.

~~Section 4~~SECTION 1. SWIM ASSESSMENT. ~~Swim Assessment~~

The SDHPOA and DISTRICT agree to review any officer swimming requirements during the contract period.

ARTICLE 27 – LIMITED STAFFING PROGRAM

This Article is intended to modify provisions of Article 1 – Recognition and Article 14 – General Provisions of the current Memorandum for purposes of implementing a program to hire limited Harbor Police officers. It is not intended to be inconsistent with the current provisions of this Memorandum. In the case of any inconsistencies, the provisions set forth in this Article will govern. The DISTRICT and the SDHPOA agree to the following:

- a. Up to six (6) limited Harbor Police officers may be hired under the limited staffing program.
- b. Once a permanent position becomes open, the limited Harbor Police officers in this program would be promoted into those positions in order of seniority. Seniority will be determined by start date, and then by Employee number (lowest to highest).

- c. If Harbor Police officers filling limited positions are promoted to permanent positions during this program, management has the discretion to fill the vacant limited positions. Subject to the foregoing, the DISTRICT agrees to have no more than six (6) limited Harbor Police officer positions at any one time.
- d. Limited Employees hired under this program who are discharged within the first eighteen (18) months as Trainees (non-sworn, entry level candidates who are enrolled in and attending a Peace Officer Standards and Training (P.O.S.T.) training academy), or 12 months as Laterals (candidates who have a valid California Basic Peace Officer Standards and Training (P.O.S.T.) Certificate), for unsatisfactory performance or conduct as determined by the Chief of Harbor Police will be “non-retained.”
- e. In the event of a “for cause” action, all of the provisions of the Public Safety Officers Procedural Bill of Rights Act (*Government Code* Section 3300, et seq.) would apply to the limited Harbor Police officers hired pursuant to the provisions of this pilot program after they have completed probation, as set forth in the San Diego Unified Port District Personnel Rules and Regulations, Rule 14 – Resignation, Removals, Demotion, Reduction in Pay, Layoff, Section(s) 1 through 11.
- f. A “not for cause action” (i.e. such as budget) would be governed by Rule 14, Section 13 – Layoff.
- g. If any Harbor Police officer hired as a limited under this program, and who has not yet completed probation is dismissed based upon allegations that would make future employment as a peace officer unlikely, the Harbor Police officer will be entitled to a liberty interest hearing with a member of the DISTRICT’s Executive Leadership Group. The member’s decision shall be final.
- h. For limited Harbor Police officers hired under this program as Trainees, any and all time served on probation after graduation while in a limited status shall count towards a Harbor Police officer’s permanent probation. For limited Harbor Police officers hired as Laterals, any and all time served on probation while in a limited status shall count towards a Harbor Police officer’s permanent probation.
- i. Any limited Harbor Police officers hired under this program who elect to join the SDHPOA shall be treated as though they are members of the SDHPOA, and their dues collected through payroll deduction in the same manner as the existing practice set forth in this Memorandum between the DISTRICT and SDHPOA.
- j. Limited Harbor Police officers hired under this program shall be entitled to Unclassified Leave. Unclassified Leave is defined as a benefit constituted of forty (40) hours of paid leave per year, pro-rated for the remainder of the calendar year at the time of hire, with said leave to be used or lost by December 31 of each calendar year. Any unused portion of Unclassified Leave will be lost effective with the Harbor Police officer’s move to a classified position. Harbor Police officers who are terminated or separated from employment as a Harbor Police officer prior to placement in a

permanent position shall be compensated for any unused Unclassified Leave remaining at the time of termination or separation.

- k. The DISTRICT and the SDHPOA mutually agree that any of the provisions regarding the program herein shall not be used to establish a past practice by either party.

ARTICLE 28 – PART-TIME BACKGROUND STAFFING PROGRAM

This Article is intended to modify provisions of Article 1 – Recognition and Article 14 – General Provisions of the current Memorandum for purposes of implementing a program to hire part-time retired Harbor Police officers. The parties do not intend this Article and its provisions to be inconsistent with the current Memorandum provisions. In the case of any inconsistencies, the current provisions of this Article shall govern. The DISTRICT and the SDHPOA agree to the following:

- a. Only retired Harbor Police officers shall be eligible for hire as part-time Employees without regard to rank at time of retirement.
- b. Regardless of the classification the retired Harbor Police officer held at retirement, she/he shall be paid equivalent to E515-CNR14 Harbor Police Officer.
- c. The number of hours each part-time retiree works is subject to all limitations imposed by state law.
- d. The number of hours worked by all part-time retirees participating in this program shall be limited to one (1) full-time equivalent or two thousand eighty (2080) hours in one (1) year.
- e. Part-time Harbor Police retirees shall only be assigned to work in the Backgrounds unit.
- f. The DISTRICT may contract for as-needed services of a qualified background investigation company to provide assistance to the Backgrounds Unit when the volume of background investigations is deemed excessive by Harbor Police management. The selected background investigation company must demonstrate that it can provide all components of both sworn and non-sworn background investigations. The work of the background investigation company shall be overseen by, and subject to review by the Backgrounds Unit supervisor.

ARTICLE 29 – RELEASE TIME

Each member of the SDHPOA's current Board of Directors will be provided twenty (20) hours of paid release time per year to attend PORAC events, or other related trainings with the prior approval of the Chief of Harbor Police.

FOR THE DISTRICT:

FOR THE SAN DIEGO HARBOR
POLICE OFFICERS
ASSOCIATION:

J. Stuyvesant Date

Rick Pinckard Date

Michelle Corbin Date

Eric Willms Date

Elba Gomez Date

Jonathan Taylor Date

Jeffrey Geary Date

Elias Uskokovic Date

Jacqueline Godoy Date

Jose Torres Date

Mervin Nocum Date

Michael Saiz Date

Mai-Lan Le Date

Kyle Peebles Date

Scott Ferraioli Date