

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, ~~2015~~2019 through September 30, ~~2019~~2022

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 **Ordinance No.**, approved by the Board of Port Commissioners on September ~~8~~16, 201~~5~~9 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, 201~~59~~ and shall expire and otherwise be fully terminated at 12:00 midnight on September 30, ~~2019~~2022.

## 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, ~~2019~~2022, 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, ~~2019~~2022. No later than July 1, ~~2019-2022 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.~~

## 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 25. 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. WORK DAY.

The normal work day 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 work day 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 work day schedule, regardless of the length of the proposed work day.
- 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. DAILY OFF DUTY TIME

~~Should it be necessary to establish daily or weekly work schedules wherein less than sixteen (16) hours of regularly scheduled off duty time is given, the next consecutive eight (8) hours worked after a regularly scheduled off duty time of less than sixteen (16) hours shall receive extra compensation in cash as set forth in Exhibit A of the Salary Ordinance.~~

### SECTION 54. 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.)
- ~~b.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.
- ~~c.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 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 (VACU), 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 work days, 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.

a.

~~b.~~ 3. When ~~an~~ Employees ~~are 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.

~~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 work day 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 workday or scheduled work shift.~~

## ARTICLE 8 - CALL BACK

### SECTION 1. CALL BACK DEFINED.

Call-back 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 ~~at a DISTRICT worksite~~ to perform necessary work, at least three (3) hours prior to his/her next scheduled work shift.

In all such cases, as defined herein, the Employee shall receive a minimum of three (3) hours at time and one-half his/her ~~regular hourly~~ rate of pay. In the event an Employee is called in to work ~~within~~ less than three hours prior to the commencement of his/her next work shift, the Employee shall be compensated at his/her hourly rate at time and one half for each hour, or portion of hour, ~~thereof~~ worked prior to regular work shift.

Callback does not apply to Employees on prearranged overtime, nor to ~~sworn~~ 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.

- ~~b. Moved to Training Section In those instances where incumbents in any of the classes represented herein are mandated by the DISTRICT to participate in training which commences either three (3) or more hours before the scheduled commencement of said Employee's next shift or three (3) or more hours after conclusion of said Employee's last shift, the Employee shall be credited with not less than three (3) hours of compensable work time. The definition of training includes CPR, First Aid and Range Qualification.~~

## ARTICLE 9 - HOLIDAYS

### SECTION 1. HOLIDAY DATES.

SDHPOA MOU 10/01/2019

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

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.

6.

Employees on any alternate work schedule may choose to use any available annual leave ~~available~~ 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 his discretion, can cancel all regular days off (RDOs) occurring on July 4<sup>th</sup>, 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 4<sup>th</sup> 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 4<sup>th</sup> in Year Two (2) of the Agreement.

Any member whose vacation request for July 4<sup>th</sup> 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 4<sup>th</sup> based on operational need or exigency.

## 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 ~~regular 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~~<sup>[MC1]</sup>.

### 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 ~~regular hourly~~ rate for off-duty court time for each separate court appearance, including telephonic appearances, requested by the court ~~in the same day~~.

### 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 ~~Class "B" 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 credits-hours used by the Employee for personal illness and sick leave ~~credits-hours~~.

used for a family emergency concerning only illness and/or death within the immediate family. ~~Employees with no sick leave credits available may use any annual leave credits available.~~

In interpreting this ~~emergency~~ Emergency leave ~~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" ~~to include the necessary passive presence with a critically ill, injured or disabled immediate family member when~~ This must be substantiated in writing by a competent medical authority, if requested by the Director of Human Resources.

"Immediate family" ~~as used shall mean spouse, domestic partner, son, daughter including stepson and step daughter, mother, father or recognized legal guardian, mother in law, father in law, grandparents, brother and sister, and other relatives who are currently residing in the Employee's household~~ 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.

### 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) ~~appointing authority and the Executive Director,~~ desires to secure leave from his/her regular work may be granted special leave of absence without pay for a period not exceeding one (1) year. ~~For good cause, such leave may be extended upon approval of the appointing authority and the Executive Director.~~ An Employee asking for ~~special~~ Special leave ~~Leave~~ without ~~pay~~ Pay shall submit his/her request on prescribed forms with a transmittal letter, stating his/her reasons for the request. The ~~appointing authority~~ Chief of Harbor Police ~~who endorses such request~~ 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, ~~subject to passing the prescribed DISTRICT medical examination, if appropriate.~~

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 42. REMOVAL OF ADVERSE REPORTS.

Written reprimands, letters of warning and counseling sheets~~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 employee's appointing authority~~Chief of Harbor Police or designee~~ determines that retention of the specified record is no longer appropriate he/she will notify Human Resources. the appointing authority shall remove it from the personnel file, and forward it to the Director of Human Resources. Human Resources will seal the record, subject to opening only by:

1) court order, or

2) at the request of the Employee.

Human Resources will destroy the record as soon as legally permitted to do so.

## SECTION 2. 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.~~

## SECTION 3. PERFORMANCE EVALUATION APPEALS REVIEWS.

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.

## SECTION 4. REMOVAL OF ADVERSE REPORTS.

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

~~1) court order, or~~

~~2)                      at the request of the Employee.~~

~~Human Resources will destroy the record as soon as legally permitted to do so.~~

## 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 ~~upgrading and~~ 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 include, but is not limited to, CPR, First Aid and Range Qualification.

## 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, ~~after completing~~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, ~~after completing~~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, ~~after completing~~beginning the sixteenth and succeeding years of service.

### SECTION 2. SCHEDULING OF ANNUAL LEAVE FOR VACATION PURPOSES.

Scheduled periods of annual leave shall be ~~posted~~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:

- a. At least annually, Management shall prepare and make available ~~post~~, 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 aArticle, Corporals shall be considered with the Harbor Police Officers for vacation scheduling, except with respect to July 4<sup>th</sup> 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.

~~b.~~

~~c.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.

~~d.a.~~ ~~Employees waive any seniority rights they may have had once the annual leave schedule has been prepared and approved.~~

~~e.a.~~ ~~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.~~

~~f.~~ ~~In the case of a tie involving two or more employees, the opportunity to choose a leave schedule will be given to the Employee by the flip of a coin.~~

~~g.e.~~ ~~Consecutive leave days are permitted; however, splitting leave periods will only be permitted after the list has been routed through the entire Department~~

### 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. 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, ~~on forms prescribed by the DISTRICT following the first pay period after the date of implementation of this Memorandum,~~ deduct from the Employees' biweekly pay ~~received as a biweekly pay period, the~~ SDHPOA dues or other ~~SDHPOA~~ deductions. ~~The DISTRICT a single deduction per Employee for the period and shall~~ promptly remit ~~same~~ to the appropriate ~~designated designee Employee~~ of the SDHPOA.

## SECTION 2. INDEMNIFICATION.

The SDHPOA shall indemnify and save-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.

- a. Effective on the 31<sup>st</sup> 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, ~~2015~~2019: ~~23~~2.53% to Lieutenants, Sergeants, Corporals, Officers
  2. October 1, ~~2016~~2020: ~~2.53~~2.53% to Lieutenants, Sergeants, Corporals, Officers
  3. October 1, ~~2017~~2021: ~~2.53~~2.53% to Lieutenants, Sergeants, Corporals, Officers
  4. ~~October 1, 2018: 3% to Lieutenants, Sergeants, Corporals, Officers~~
- c. The SDHPOA recognizes that Employees in Class No. E515-CNR14 shall be paid at a rate of ten percent (10%) below ~~the s~~Step A 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.

### 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 ~~for the first payroll period commencing on or after October 1, 2015 and shall continue through a period ending not later than September 30, 2019.~~ 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:

b.

"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.

### SECTION 4. RETIREMENT BENEFITS.

a. The DISTRICT shall make a ~~rate~~ 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 ~~re~~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. 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. Due to escalating health care costs and the ongoing work of the Health Benefits Committee, the parties agree for ~~2016~~2019, the parties shall convene prior to the end of October ~~2015-2019 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. 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, ~~T~~he DISTRICT agrees to pay the premium on the DISTRICT sponsored ~~Twenty-Fifty~~ Thousand Dollar (\$~~2050~~,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.

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. Educational incentive pay shall be:

~~Effective October 1, 2015:~~

~~Two Hundred Eighty-three dollars and thirty-three cents (\$283.33) per month for any Employee holding an Intermediate P.O.S.T. Certificate.~~

~~Three Hundred Eighty-three dollars and thirty-three cents (\$383.33) per month for any Employee holding an Advanced P.O.S.T. Certificate.~~

~~Effective October 1, 2016:~~

~~Two Hundred Ninety-one dollars and sixty-seven cents (\$291.67) per month for any Employee holding an Intermediate P.O.S.T. Certificate~~

~~Three Hundred Ninety-one dollars and sixty-seven cents (\$391.67) per month for any Employee holding an Advanced P.O.S.T. Certificate~~

~~Effective October 1, 2017:~~

~~Three Hundred dollars (\$300.00) per month for any Employee holding an Intermediate P.O.S.T. Certificate~~

~~Four Hundred dollars (\$400.00) per month for any Employee holding an Advanced P.O.S.T. Certificate~~

Effective October 1, 2018:

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.

- c. 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 pay status or modified duty status receiving medical treatment authorized by the DISTRICT for job related injuries/illness shall be compensated at his/her regular 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, 2014-2019, a Field Training Officer (FTO) differential of One Three dollars sixty-five cents (\$1.653.00) 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 time spent by any Employee performing the duties of 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.

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.

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.

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 Reconstructionist 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.

- c. 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 subjected-assigned to a regularly recurring fixed shift where at least 50% of said regularly recurring scheduled shift hours occur between the hours of 1800 and 0800. An regularly recurring fixed 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, ~~2015~~2019, a shift differential of Two dollars fifty cents (\$2.~~00~~50) per hour shall be provided to those employees who are subjected-assigned to a regularly recurring fixed shift where at least 50% of said regularly recurring scheduled shift hours are after 2300 hours. An regularly recurring fixed assigned shift is one where, for at least thirty (30) consecutive calendar days, the employee is required to work the same schedule.

- d. 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 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 ~~unadjusted salary 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 ~~unadjusted salary 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 ~~and injury~~ leave without pay, and FMLA-compliant 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.

### 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 ~~service side arms~~ 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~~The provisions of this Memorandum, together with those provisions of wages, hours and working conditions subject to meet and confer in existence and not changed by this Memorandum shall not be revised to adversely affect the employees covered by this Memorandum. ~~during the term of this Memorandum~~ Any exceptions shall comply with through procedures in accordance with the 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 ~~ABUSE~~ POLICY.

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

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~~tee~~ 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.

- a) ~~Memorandum Language Review: The DISTRICT and the SDHPOA agree to conduct a review of the current SDHPOA Memorandum for legal compliance no later than September 30, 2016.~~

ARTICLE 27 – LIMITED STAFFING PILOT 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 ~~pilot~~ 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. The staffing pilot program shall continue through September 30, 2017.~~

~~b.a.~~ Up to six (6) limited Harbor Police officers may be hired under the limited staffing ~~pilot~~ program.

~~c.b.~~ Once a permanent position becomes open, the limited Harbor Police officers in this ~~pilot~~ 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).

~~d.c.~~ If Harbor Police officers filling limited positions are promoted to permanent positions during this ~~pilot~~ 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 ~~during the pilot program~~.

~~e.d.~~ Limited Employees hired under this ~~pilot~~ 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.”

~~f.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.

~~g.f.~~ A “not for cause action” (i.e. such as budget) would be governed by Rule 14, Section 13 – Layoff.

~~h.g.~~ If any Harbor Police officer hired as a limited under this ~~pilot~~ 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.

~~i.h.~~ For limited Harbor Police officers hired under this ~~pilot~~ 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.

~~j.i.~~ Any limited Harbor Police officers hired under this ~~pilot~~ 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.

~~k.i.~~ Limited Harbor Police officers hired under this ~~pilot~~ 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.

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

~~m. In 2017 the DISTRICT will notify the SDHPOA of its intent to reopen this Memorandum regarding hiring limited Harbor Police officers.~~

## ARTICLE 28 – PART-TIME BACKGROUND STAFFING PILOT 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 ~~pilot~~ program to hire part-time retired Harbor Police officers. ~~While t~~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 ~~officer-retiree~~ works is subject to all limitations imposed by state law.
- d. The number of hours worked by all part-time ~~employees-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 ~~officers-retirees~~ shall only be assigned to work in the Backgrounds unit.



- ~~f. Two (2) years from the start date of this pilot program, the DISTRICT will notify the SDHPOA of its intent to reopen this Memorandum regarding hiring part-time Harbor Police officers.~~
- 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:

---

Randa J. Coniglio                      Date

---

Richard Pinckard                      Date

---

Michelle Corbin                      Date

---

Jonathan Taylor                      Date

---

Karen G. Porteous                      Date

---

Scott Ferraioli                      Date

---

Mark Stainbrook                      Date

---

Elias Uskokovic                      Date

---

Kirk Nichols                      Date

---

Eric Willms                      Date

---

Ellen F. Gross                      Date

---

Jose Torres                      Date

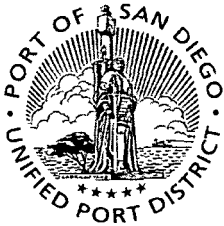
---

Brad Seier                      Date

---

Michael Saiz                      Date

## **EXHIBIT A – GRIEVANCE PROCEDURE**



# **San Diego Unified Port District**

## **Administrative Procedure #128-260**

### ***Grievance Procedure Applicable to Permanent Employees in the Classified Service***

#### **1. Procedure Objective**

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

#### **2. Department(s) Affected (Stakeholders)**

All departments.

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

#### **3. Definition of “Grievance”**

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

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

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

#### **4. Exclusions from the Grievance Procedure**

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

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

#### **5. Grievance Procedure**

The grievance procedure has the following steps:

##### **A. Step 1: Supervisor**

Within fourteen (14) calendar days of the occurrence of the act(s) constituting the grievance, an Employee shall complete the Grievance Form attached to this procedure and submit it to his/her supervisor. The written grievance must identify all of the following:

- (1) Fully describe how the Employee is/was adversely affected by a specific act or omission which gave rise to the alleged violation, misinterpretation, or misapplication;
- (2) Identify the specific provision of District policy, rule, or an applicable MOU was allegedly violated, misinterpreted, or misapplied;
- (3) The date or dates on which the violation, misinterpretation, or misapplication allegedly occurred;
- (4) The documents, witnesses or other evidence that support the grievance;
- (5) The desired solution or remedy;
- (6) The signature and identification of the Employee; and

- (7) The person, if any, the Employee has chosen to be his/her representative.

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

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

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

**C. Step 2: Appointing Authority**

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

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

**D. Step 3: Vice President**

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

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

#### **E. Step 4: Arbitration**

If the Employee and the District fail to resolve the dispute through the previous steps, the Employee may submit the Grievance Form to Human Resources within fourteen (14) calendar days after the receipt of the proposed resolution from the Vice President to request Arbitration.

- a. The District shall request a panel of seven (7) arbitrators from the California State Conciliation Service or other mutually agreed upon source within five (5) working days of receiving such a request. The arbitrator shall be selected to hear the grievance by alternately striking names from such a panel beginning with the aggrieved employee.
- b. The arbitrator shall issue subpoenas to compel the attendance of witnesses if necessary at the request of either party.
- c. The hearing may be recorded by a court reporter or voice recorder as agreed by the parties. Expenses for such recording shall be borne equally by the District and the employee; provided however, that each party shall be responsible for any specialized or extraordinary services they might individually request.
- d. In rendering a decision, the Arbitrator shall be limited to the express terms of the Rule, Policy or MOU provision and shall not have the power to modify, amend, or delete any terms or provisions of the Rule, Policy or MOU provision at issue. Failure of either party to insist upon compliance with any provision of the Rule, Policy or MOU provisions at issue at any given time or times under any given sets of circumstances shall not operate to waive or modify such Rule, Policy or MOU provision, or in any manner whatsoever to render it unenforceable as to any other time or times or as to any other occurrence or occurrences, whether or not the circumstances are the same. The decision of the Arbitrator shall be final and binding on the parties.

### **6. Settlement of Grievance**

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

## **7. Representation**

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

## **8. No Retaliation**

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

## **9. Withdrawal**

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

## **10. Resubmission**

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

## **11. Miscellaneous**

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

## **12. Delegation**

The Vice President may delegate non-involved Appointing Authorities or other management-level Employees to act on his/her behalf in this process. Any findings

and/or recommendations rendered by a delegate shall be advisory to the Vice President, whose ultimate decision will be final and binding.

#### Document Meta Information

<b>Created:</b> March 1999	<b>Original Author:</b> Marvin Castillo	<b>Used by:</b> All District Staff
<b>Keywords:</b>	<b>D2 Number:</b>	
<b>Sunset Date:</b>	<b>Sunset Reviewer:</b> Director, Human Resources	

#### Document History

<b>Date of Update</b>	<b>Editor</b>	<b>Change(s) Made</b>	<b>Previous DOCS #</b>
March 28, 2008	Karen Porteous	Formatting	173116 v1
September 8, 2015	Michelle Corbin	Updated language and position titles; reformatted form	173116

#### APPROVED:

Original document approved by Bruce Hollingsworth March 1999, subsequently document has been approved with every Memorandum of Understanding between San Diego Unified Port District and the San Diego Harbor Police Officers Association.



## SAN DIEGO UNIFIED PORT DISTRICT

## Grievance Form Applicable to Permanent Employees in the Classified Service

Employee:	Department:
Job Title:	Supervisor:
Contact Phone:	Date:
District Personnel Rule or Regulation, District or Harbor Police Department Policy or Section(s) of current Memorandum of Understanding (MOU) you believe was/were violated:	

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

<p>Step 2: The following matters are not grievable. If your issue is regarding one of these items, please contact your supervisor, Appointing Authority or Human Resources for additional information. Otherwise, proceed to Step 3.</p> <ul style="list-style-type: none"> <li>• A request for changes in wages, hours, or working conditions;</li> <li>• A request for changes in the content of employee evaluations or performance reviews, oral or written warnings, reprimands or counseling memos;</li> <li>• A challenge to the decision to reclass, layoff, transfer, deny reinstatement, or deny a step or merit increase to an employee;</li> <li>• A challenge to any disciplinary action;</li> <li>• A challenge to promotional examinations or the appointment to a position.</li> </ul>
--

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

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

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

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

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

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**Step 7: Supervisor Review**

Did the Employee submit the Grievance Form within fourteen (14) calendar days of the date the incident(s) occurred or the Employee reasonably became aware of the incident(s)? ☐ Yes ☐ No

If "Yes," the Supervisor will review the Grievance Form and will meet with the Employee within fourteen (14) calendar days of the receipt of this Grievance Form to determine if they are able to resolve the issue. Thereafter, the Supervisor will, in consultation with Human Resources, provide a written response to the Employee within fourteen (14) calendar days of the date of the meeting between the Employee and Supervisor and attach his or her response to this form if there is not enough space below. A copy of the response will be sent to Human Resources for filing.

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

Supervisor Response:

Supervisor Signature: \_\_\_\_\_

Employee accepts resolution: ☐ Yes ☐ No

Employee Signature: \_\_\_\_\_

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

**Step 8: Appointing Authority Review**

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

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

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

Appointing Authority Response:

Appointing Authority Signature: \_\_\_\_\_

Employee accepts resolution: \_\_\_\_\_ Yes \_\_\_\_\_ No

Employee Signature: \_\_\_\_\_

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

**Step 9: Vice President Review**

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

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

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

Vice President Response:

Vice President Signature: \_\_\_\_\_

Employee accepts resolution: \_\_\_\_\_ yes \_\_\_\_\_ no

Employee Signature: \_\_\_\_\_

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

### Step 10: Arbitration

To be completed by Human Resources: did the Employee submit the Grievance Form and a written request for Arbitration within fourteen (14) calendar days of receiving the Vice President's response? \_\_\_\_\_ Yes \_\_\_\_\_ No

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

- a. A panel of seven (7) arbitrators from the California State Conciliation Service or other mutually agreed upon source shall be requested within five (5) working days of receiving the Employee's request for Arbitration. The Arbitrator shall be selected to hear the grievance by alternately striking names from the panel beginning with the Employee.
- b. The Arbitrator shall issue subpoenas to compel the attendance of witnesses if necessary at the request of either party.
- c. The hearing may be recorded by a court reporter or voice recorder as agreed by the parties. Expenses for such recording shall be paid equally by the District and the Employee; provided however, that each party shall be solely responsible for any specialized or extraordinary services individually requested.
- d. In rendering a decision, the Arbitrator shall be limited to the express terms of the Rule, Policy or MOU provision and shall not have the power to modify, amend, or delete any terms or provisions of the Rule, Policy or MOU provision at issue. Failure of either party to insist upon compliance with any provision of the Rule, Policy or MOU provisions at issue at any given time or times under any given sets of circumstances shall not operate to waive or modify such Rule, Policy or MOU provision, or in any manner whatsoever to render it unenforceable as to any other time or times or as to any other occurrence or occurrences, whether or not the circumstances are the same. The decision of the Arbitrator shall be final and binding on the parties.

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

## **Exhibit B - HARBOR POLICE UNIFORM ALLOWANCE**

Group A contains items of the uniform that are provided because of safety or necessity by the DISTRICT to each officer. Items in Group B are those parts of an officer's uniform that the individual is responsible for purchasing and for which he/she may be reimbursed.

### **Group A**

#### Identification Items

- Harbor Police Uniform Badge
- Harbor Police Flat Badge
- Identification Card
- Airport ID/Access Card

#### Standard Duty Gear

- Duty Belt
- Handcuff Case
- Magazine Pouch
- PR-24 Baton Ring
- ASP Baton Holder
- Flashlight Ring
- Radio Holder
- OC Spray Holder
- Key Holder
- Maximum Restraint Pouch
- Belt Keepers
- Handcuffs
- Maximum Restraints
- Handgun Holster
- Set of Keys
- Duty Flashlight

#### Standard Safety Equipment

- Protective Vest
- Department Issued Handgun with three (3) Magazines (if applicable)
- Riot Helmet
- OC Spray
- PR-24 Baton
- ASP 26" Expandable Baton
- Taser with Holster, spare cartridge
- Firefighting Gear Ensemble

- Chemical Suit Ensemble, including Gas Mask
- Foul Weather Rain Gear
- Personal Flotation Device

#### Technology/Communication Items

- 800 MHz Police Radio
- Radio Shoulder Microphone
- Radio Earpiece/Headset
- Digital Voice Recorder
- Rad/Nuc Detector
- Cell Phone/Smart Phone

#### Optional Special Team Gear

- Set of Riot Gear/Pads
- Dive Equipment Ensemble
- Bicycle Helmet
- "Take Home" Vehicle
- Laptop/Toughbook

#### New Recruit Items

- Black plastic whistle\*
- Latex gloves\*
- Sunscreen\*
- Isagel Hand sanitizer\*
- Firearms eye protection
- Radio Code sheet
- Current California Vehicle Code
- Current California Penal Code
- California Vehicle Qwik Code
- California Penal Qwik Code
- California Boating Law Book
- Dickies Shirts\*
- Dickies Pants\*
- Black basketweave belt
- Nameplate, gold color\*
- Mouth Guard\*
- Running shoes\*
- Gym Bag\*
- Wrestling "Shoes"
- Basketweave Duty Belt
- Basketweave Handcuff case



- Basketweave Holster
- Basketweave PR-24 Holder
- Basketweave Flashlight Holder
- Basketweave Pepper Spray Holder
- Basketweave Magazine Pouch
- Basketweave Key Holder
- Basketweave Radio Holder
- Basketweave Keepers
- Universal ASP Holder
- 26" ASP expandable baton
- PR-24 baton
- Flashlight
- Handcuffs
- Pepper Spray
- Protective vest (temporary)
- Handgun Vehicle Safe
- Blue Training Gun
- Blue Training Taser
- Electronic Hearing Protection
- Skull Cap

All issued equipment must be returned upon retirement, resignation, or discharge except for items designated with "(\*)".

#### Group B

1. Uniform shirts (long and short sleeves)
2. Uniform trousers
3. Uniform jacket (dress)
4. Uniform jacket (work)
5. Uniform shoes (including repairs)
6. Uniform shoes (boat)
7. Uniform necktie
8. Uniform gloves (dress white)
9. Uniform gloves (leather work)
10. Uniform whistle and cover
11. Uniform alterations
12. Rank Insignia
13. Work knife and holder
14. Trouser belt
15. Wallet, badge holder (provided unless special one needed)
16. Gun-cleaning kit(s)
17. Small map light
18. Cite book holder
19. Holster for desk duty

- 20. Officer's equipment transporter
- 21. Sunglasses
- 22. Dry cleaning of uniforms
- 23. Additional flashlights
- 24. Uniform name tags