

SEIU Local 721
Ventura Port District

Part-time Harbor Patrol Officers
Memorandum of Understanding

July 1, 2014,
through
June 30, 2016



MEMORANDUM
OF
UNDERSTANDING

Part-time Harbor Patrol Officers

Ventura Port District

and the

Service Employees International Union (SEIU), Local 721
CLC

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE VENTURA PORT DISTRICT AND THE SERVICE
EMPLOYEES INTERNATIONAL UNION, SEIU-LOCAL 721
July 1, 2014 THROUGH JUNE 30, 2016**

PART-TIME HARBOR PATROL OFFICERS

PREAMBLE

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

ARTICLE 1 — RATIFICATION

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

ARTICLE 2 — FORMAL RECOGNITION

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

The Port District agrees that it shall extend recognition for all purposes, including but not limited to application of the Memorandum of Understanding, to any SEIU local Union designated by SEIU as the successor and assign of Local 721.

ARTICLE 3 — RIGHTS

- A. The Union recognizes that the District has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage District services and work force performing those services in all respects.
- B. The District General Manager and appropriate Supervisor have and will continue to retain exclusive decision-making authority over matters within their jurisdiction that are not lawfully and expressly modified by specific provisions of this Memorandum.
- C. The exclusive rights of the District shall include, but not be limited to:
- the right to determine the organization of the District government and the purpose and mission for its constituent departments
 - to set standards of services to be offered to the public, and, through its management officials, to exercise control and discretion over its organization and operations
 - to establish and implement administrative regulations and employment rules and regulations consistent with law and the specific provisions of this Memorandum
 - to direct its employees

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

ARTICLE 4 — PERSONNEL MANUAL

The Port District Personnel Manual and Operations Department Manual shall be in full force and effect for members of the unit unless specific topics in this Memorandum of Understanding override comparable portions of those documents. Neither the Port District Human Resource Manual, Optional Benefit Plan, nor Operations Department Manual is incorporated as part of this Memorandum of Understanding.

ARTICLE 5 — QUALIFICATIONS

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

ARTICLE 6 — WAGES

Effective the first day of the first pay period of fiscal year 2014/2015, July 9, 2014, there shall be a 3% increase to the salary range for Part-time Harbor Patrol Officer position.

Effective the first pay period of fiscal year 2015/2016, July 8, 2015, both the bottom and the top of the Part-time Harbor Patrol hourly salary range shall be adjusted by the percentage equal to the Annual CPI for the Los Angeles-Riverside-Orange County All Urban Consumers April Economic Report to a minimum of 2% and a maximum of 5%

Any Part-time Harbor Patrol Officer I who attains his or her Coast Guard License will receive incentive pay of \$1.25 per hour.

Each Part-time Harbor Patrol Officer is to be evaluated annually.

Consistent with the above mentioned, the Senior Harbor Patrol Officer will ensure that all evaluations are up-to-date within sixty days of the signing of this MOU. Each Part-time Harbor Patrol Officer's current pay shall fall within this range and further pay adjustments, if any, will also fall within this pay range.

When evaluated, an Officer whose performance is within standards may be eligible for additional advancement in the range based on merit and the number of hours worked. When determining a Part-time Harbor Patrol Officer's salary within the range, the appropriate manager or supervisor will consider the employee's qualifications, and/or other certificated training.

ARTICLE 7 — RETIREMENT

The District shall provide for employee retirement benefits in accordance with the rules and regulations of the California Public Employee's Retirement System (CalPERS). Specifically, a Part-time Harbor Patrol Officer may only participate in PERS:

- 1.) if he or she works for the Port District in excess of 1000 hours per fiscal year, unless
- 2.) the employee participate in PERS retirement from another employer and works fewer than 40 hours per week at the other employer

Any "New Employee", as defined by the California Pension Reform Act of 2013, who is hired after January 1, 2013 will be subject to the conditions of the California Pension Reform Act of 2013.

The District agrees to investigate eligibility for Part-time Harbor Patrol Officers into PERS Safety Retirement as "optional" members, however is not obligated to offer these retirement benefits.

ARTICLE 8 — ELIGIBLE FOR TRAINING

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

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

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

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

ARTICLE 9 — EQUIPMENT

The Port District shall allocate \$3,000 per fiscal year of the Operations Department "Operating Supplies" budget for the purchase of Water Rescue and Fire Response Gear for the Part-time Harbor Patrol Officer unit for the duration of this contract. The Part-time Harbor Patrol Officer will retain equipment issued if they have met the minimum hours worked requirement (180 hours) for two consecutive years.

ARTICLE 10 — MINIMUM HOURS WORKED

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

The Port District will provide the Senior Harbor Patrol Officer and each Part-time Harbor Patrol Officer with a monthly report of the hours the individual Officer has worked since the start of each fiscal year.

This report will be delivered by email and a hard copy will be placed in each Part-time Harbor Patrol Officer's work mail box.

ARTICLE 11 — Filling Shifts

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

1. List of Hours Worked
 - a. On a bi-weekly basis, the Accounting Department will provide a list of Part-Time Harbor Patrol Officers and the number of hours worked year to date in the current fiscal year;
 - b. This list will be posted by the work schedule so it is visible and accessible to all Officers;
 - c. All Officers (SHPO or FTHPO) will refer to this list when attempting to fill shifts;
2. Vacation or Comp Time Requests
 - a. The Senior Harbor Patrol Officer will contact PTHPOs in the order of "fewest hours worked" to "most hours worked" to attempt to fill a shift;
 - b. If the SHPO leaves a message, the Senior Harbor Patrol Officer will determine the appropriate amount of time to wait for a response from the Part-time Harbor Patrol Officer before calling the next PTHPO on the list.
3. "Sick Leave" shifts will be filled by:

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

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

ARTICLE 12 — OVERTIME PAY FOR HOLIDAYS

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

ARTICLE 13 — OFFICIAL APPEARANCE

If while otherwise off-duty, an employee is required to attend court or other official matter related to his or her employment as a Part-time Harbor Patrol Officer, s/he shall receive a minimum of three hours of pay. If circumstances permit, any appearance shall receive pre-approval from the Senior Harbor Patrol Officer.

Travel Time will be paid if the Official Appearance exceeds the 3-hour minimum pay standard and meets any of the following circumstances:

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

- The employee performs work related to his or her job while in the act of traveling.

ARTICLE 14 — UNION DUES DEDUCTION

Part-time Harbor Patrol Officers who sign payroll deduction cards and deliver such to the Port District payroll administrator will have part-time dues (equal to ½ of the regular full-time dues) deducted from their paychecks. Those officers who do not receive a paycheck do not have an obligation to pay dues for that pay period.

ARTICLE 15 — UNION ACCESS

A. Designation of Stewards

1. The Union may designate a maximum of 2 trained stewards. Either party may request a meeting annually to discuss the maximum number of stewards. Stewards may represent employees in grievances or disciplinary appeals, serve as a communication link between the union and management, interpret the contract to employees, and otherwise represent the interests of the Union. The names of such stewards, once designated by the Union, shall be submitted, at least annually, or as vacancies occur, to the General Manager for appropriate distribution.
2. The stewards, to the extent such cannot be done on non-duty time, may use a reasonable amount of on-duty time for the purposes of processing grievances or appeals of represented employees. Such use of on-duty time shall be subject to advance approval by the Harbormaster or General Manager on the basis that it shall not interfere with the normal operations or with established safety or security requirements.

B. Reasonable Access

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

ARTICLE 16 — CONCLUSIVENESS

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

ARTICLE 17 — TERM

This Memorandum of Understanding shall be and remain in full force and effect during the period from July 1, 2014 through June 30, 2016.



Oscar Peña, General Manager
Ventura Port District:

Oct 27, 2014

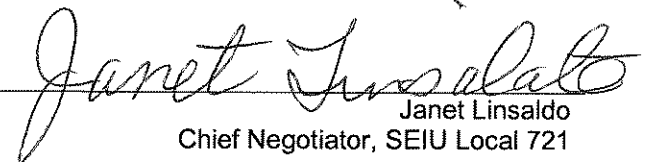
Date



G. Scott Miller, Harbormaster
Ventura Port District:

OCT. 27, 2014


Date



Janet Linsaldo
Chief Negotiator, SEIU Local 721

10-27-14

Date



Adam Yox
SEIU Local 721 Bargaining Committee Member

10-27-14

Date

Ventura Port District

Part-time Harbor Patrol Officers

July 1, 2014, through June 30, 2016



SEIU Local 721

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Questions? Call the Member Connection (877) 721-4YOU

www.seiu721.org

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