

**SEIU Local 721  
Ventura Port District  
Full-Time Harbor-Patrol Officers  
Memorandum of Understanding**

**February 26, 2014,  
through  
June 30, 2016**



MEMORANDUM  
OF  
UNDERSTANDING

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

February 26, 2014  
through  
June 30, 2016

FULL-TIME HARBOR PATROL OFFICERS

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**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE VENTURA PORT DISTRICT AND THE SERVICE  
EMPLOYEES INTERNATIONAL UNION, SEIU-LOCAL 721  
February 26, 2014 THROUGH June 30, 2016  
HARBOR PATROL OFFICERS**

**PREAMBLE**

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

**ARTICLE 1 - RATIFICATION**

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

**ARTICLE 2 - FORMAL RECOGNITION**

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

**ARTICLE 3 - RIGHTS**

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

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

#### **ARTICLE 4 – HUMAN RESOURCES MANUAL**

The Port District Human Resources Manual, Optional Benefit Plan, 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. Unless specifically included in this MOU, neither the Port District Human Resources Manual, Optional Benefit Plan, nor Operations Department Manual is incorporated as part of this Memorandum of Understanding.

#### **ARTICLE 5 - WAGES**

Effective on the ratification date of this contract, the monthly salary range for represented positions of Harbor Patrol Officer shall be:

|                          |                 |
|--------------------------|-----------------|
| Harbor Patrol Officer I  | \$3579– \$5166  |
| Harbor Patrol Officer II | \$4,103- \$6197 |

Effective July 1, 2015, the top and the bottom of the salary range of the Harbor Patrol Officer I and Harbor Patrol Officer II positions shall be raised by an amount equal to the March 2015 Consumer Price Index for Los Angeles, Riverside and Ventura County, but no less than 2% and no more than 4%.

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

A Harbor Patrol Officer 1 who obtains and maintains a United States Coast Guard License will receive a 2% increase in base pay.

Upon promotion to Harbor Patrol Officer II, the employee shall receive a minimum of a 5% increase in pay.

#### **ARTICLE 6 - HOLIDAYS**

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

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

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

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

Any non-exempt employee who works a holiday in addition to his or her normal workweek shall receive double-time for hours worked plus one day of compensatory time. Any hours worked beyond the employees normal workday shall also be paid at double-time.

During the period of the Pay Freeze, one additional Personal Holiday will be available to each employee. This holiday must be requested in advance and must be taken prior to June 30, 2012. It may not be paid out as salary.

#### **ARTICLE 7 - UNIFORM ALLOWANCE**

Upon being employed as a Full-time Harbor Patrol Officer, the District shall issue the employee a uniform consisting of: 4 shirts, 4 long pants, 2 pairs of shorts, 1 jacket, 1 pair of shoes, 1 Velcro utility belt, 1 pair of handcuffs, 1 pepper spray holder and can of pepper spray, foul weather gear and a wetsuit. The Port District will replace these items on an "as needed" basis.

A Harbor Patrol Officer will receive \$50.00 (fifty dollars) per quarter to purchase items related to employment as a Harbor Patrol Officer.

#### **ARTICLE 8 - HEALTH INSURANCE AND OTHER EMPLOYEE BENEFITS**

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

#### **ARTICLE 9 - RETIREMENT**

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

- 1.) Local Safety 2% at 55 Retirement Program per Section 21369
- 2.) Level IV 1959 Survivor Benefit per Section 21574

- 3.) Credit for unused sick leave per Section 20965.
- 4.) One-Year Final Compensation per Section 20042
- 5.) Improved Non-Industrial Disability Allowance per Section 21427
- 6.) The Employee contribution to PERS Safety Retirement is "7% of Salary"
- 7.) The Ventura Port District payment toward the Employee contribution to PERS Safety Retirement shall remain 3% of Salary.

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

#### **ARTICLE 10 - TRADING SHIFTS**

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

1. Prior written approval must be obtained from the Harbormaster
2. The employee requesting the trade is responsible for submitting a written request containing the specific dates, times, and the names of the Officers involved. The written request must be signed, in agreement, by all involved Officers. Approval will only be considered for specific dates; i.e. no open ended trades.
3. The employee requesting the trade is solely responsible for reimbursing the District in any event that overtime pay is required to provide staffing for an approved trade shift.
4. Trade days are to be indicated on the time cards as; T/W for trade day worked and T/O for trade day off. A notation in the comments section of the time card is required.
5. All matters of holiday pay or any variation of pay are the responsibility of the Officers involved.

#### **ARTICLE 11 - VACATION REQUESTS**

The District recognizes the value of employees taking time off away from the job. In a spirit of fairness to all employees, vacations or comp time off shall be granted on a first come, first served basis. At the same time, these requests may not unduly disrupt the operations of the Harbor Patrol. Therefore only one Full-time Harbor Patrol Officer will normally be scheduled off-duty on any specific day to accommodate requests for vacation or comp-time off.

Once a vacation has been approved and posted on the schedule (approximately 6 weeks in advance) cancellations will be granted only on the basis of good

cause. A written request for cancellation will be submitted to the Harbormaster setting forth the reason for the cancellation with a response of approval or denial extended within three working days from the Harbormaster. All requests will be considered in light of reasonableness and a fair balance of the needs of the employee and the District.

## **ARTICLE 12 - STAFFING**

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

### **Standard Staffing**

There will be at least two people scheduled to work at all times. If only one person is on duty because of a last minute schedule change, such as a person calling in sick, a Part-time Harbor Patrol Officer shall be called to cover as soon as possible. If no Part-time Harbor Patrol Officer can be located, Harbor Patrol Officers are to be called by seniority to fill the position. At least one Harbor Patrol Officer will be on duty at all times that the Operations Department is staffed.

### **Summer Weekends and Summer Holidays**

There will be at least four people scheduled on duty from 1000 to 1800 hours on weekends and holidays during the summer season. The summer season starts with the Memorial Day weekend and includes the weekend following Labor Day.

### **Other Weekends**

There will be at least three people scheduled on duty from 1000 to 1800 hours for the weekends during the non-summer season.

### **Non-Summer Holidays**

There will be only two people on duty for all Port District holidays that occur between Labor Day and Memorial Day. The Senior Harbor Patrol Officer shall request for volunteers three weeks in advance. If no one responds, s/he shall notify the person working the 1000 - 2000 shift two weeks in advance that s/he will have the day off.

## **ARTICLE 13 - ON CALL PAY**

Each night when the office is unstaffed from 2:00 a.m. to 6:00 a.m. the Primary and Secondary On Call Officer duties will be assigned as follows. If a Full-time Harbor Patrol Officer is the Primary or Secondary Officer, the officer will receive .25 hours of pay for each hour served as an On Call Officer

The Senior Harbor Patrol Officer will be the primary On Call Officer. On any night that the Senior Harbor Patrol Officer is unable to be the primary On Call Officer, the most senior officer assigned to the 0600-1600 shift will be the primary On Call Officer.

The Harbormaster will be the secondary On Call Officer each night. When the Harbormaster is unable to be the secondary On Call Officer, the Senior Harbor Patrol Officer will have the authority to designate the Secondary On Call Officer. If the Harbormaster retires within the term of this agreement, the Senior Harbor Patrol Officer will be the primary On Call Officer. The most senior Full-time Harbor Patrol Officer, whose shift ended at 0200 will be the Secondary On Call Officer and will receive .25 hours of pay for each other serving as the On Call Officer.

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

- Be available by telephone to respond between 2:00 a.m. and 6:00 a.m.
- Not consume any alcohol after 10:00 p.m.
- Have no alcohol in his or her system at 2:00 a.m.

#### **ARTICLE 14 - CALL BACK – RETURN TO DUTY PAY**

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

#### **ARTICLE 15 – OVERTIME ASSIGNMENT ROTATION BASED**

To the extent possible, Part-time Harbor Patrol Officers will be utilized to fill slots in the schedule created by Vacation, Comp Time, Sick and other leaves taken by Full-time Harbor Patrol Officers. If a Full-time Harbor Patrol Officer must be used to fill a shift, the Officers<sup>1</sup> will be called according to his or her position on an Overtime Call (OT) List. For the purpose of efficiency and fairness, all hours will be considered an opportunity for overtime and will result in being moved to the bottom of the list. The initial list will be established by seniority and then adjusted as follows:

1. To work an (OT) shift, the (HPO) must get off-duty at least 10-hours before the start of the (OT) shift AND there must be at least 10-hours before the start of the (HPO's) next shift.
2. The first call will be made to the (HPO) on top of the list that meets the above criteria
3. If he or she turns down the shift or does not respond within forty-five (45) minutes, the next (HPO) on the list who meets the criteria will be called, and so on until the shift is filled.

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<sup>1</sup> Including the Senior Harbor Patrol Officer

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

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

#### **ARTICLE 16 - TIME OFF COUNTS AS TIME PAID**

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

#### **ARTICLE 17 - OFFICIAL APPEARANCE**

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

Travel Time will only be paid if it exceeds the 3-hour minimum and meets any of the following circumstances:

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

#### **ARTICLE 18 - ACCRUALS WHILE ON INDUSTRIAL DISABILITY LEAVE**

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

#### **ARTICLE 19 - WELLNESS PROGRAM**

The District agrees to implement a Wellness Program within the Harbor Patrol Unit with an agreed upon program designating time and place while on duty for use of proposed cardiovascular and strength training. The designated amount of time will not take priority over calls for service or other responsibilities.

#### **ARTICLE 20 - 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.
3. Stewards will not be paid for conducting their Union duties during non-duty time.
4. A total of forty (40) hours per fiscal year will be available for members designated by SEIU to be of work for union business, at union expense. Such days off shall be recorded as "time off without pay" and shall not be counted as vacation or sick time. These hours shall be requested in no less than six hour increments. One of the trained stewards will be responsible for tracking these hours.
5. Harbor Patrol Officer requests for hours off shall be presented to management in advance of the requested time off. Such requests shall not unreasonably interfere with the normal operations of the District, and such requests must have management's prior written notice.

#### ***B. Reasonable Access***

1. Reasonable access to employees work locations shall be granted 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 21 - POTENTIAL SUCCESSOR AGENCY**

In the event the District sells, transfers, reorganizes or assigns the property or operation of the Harbor Patrol services to another entity, be it a public or private agency, the District will use its best efforts to seek the transfer and acceptance

by the successor agency or entity of existing regular Harbor Patrol Officers and their compensation schedule and benefits.

## **ARTICLE 22 - UNION DUES DEDUCTION**

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

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

## **ARTICLE 23 – AGENCY SHOP**

Every employee in the bargaining unit is represented by SEIU 721 and shall, as a condition of employment, either join the Union paying the appropriate Union dues, or pay an agency shop fee. Employees who are members of a bona fide religion, body or sect that have historically held conscientious objection to joining or financially supporting public employee organizations, may, as an alternative pay a sum equal to the agency shop fee to a non-religious and non-labor charitable fund, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Such an employee will be required to fill out the appropriate form provided by the District and designate the charitable fund(s) including name, address and phone number for which he/she intends to submit the charitable contribution in lieu of the agency shop fee.

Proof of such payment of such funds will be required to be submitted at the end of the each calendar month to Payroll for verification. A copy of proof and the initial form will be forwarded to the Union.

It is mutually agreed by the parties that the agency shop provisions of this MOU may be rescinded by a majority vote of all employees represented by this Unit as set forth in California Government Code section 3501.5(d). There can only be one election during the term of this MOU.

Unit employees who are members of the Union on the effective date of this MOU and those who voluntarily join thereafter during the term of this MOU are required to maintain their membership during the term of this MOU subject to the following exception: Employees may elect to cancel their membership during the first ten working days of June each year. Notice of any termination of membership shall be made to SEIU Local 721 within five (5) business days of the end of this period.

In accordance with Government Code Section 3502.5(f), SEIU is required to keep an adequate record of its financial transactions and shall make available annually to the District and the District employees who are members of the Union, within 60 days after the end of the fiscal year, financial records specifically identified in Government Code section 3505.2(f). SEIU agrees to comply with Government Code section 3502.5(f).

## **ARTICLE 24 - CONCLUSIVENESS**

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

## **ARTICLE 25 - TERM**

This Memorandum of Understanding shall be and remain in full force and effect during the period from February 26, 2014 through June 30, 2016.

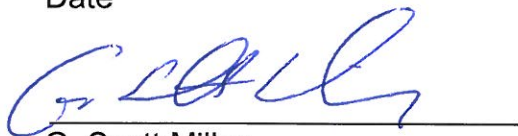


Oscar Peña  
Ventura Port District:



Aram Agdaian SEIU, Local 721  
Chief Negotiator

Date



G. Scott Miller  
Ventura Port District:

Date



John Higgins  
Bargaining Committee Member

Date

MARCH 3, 2014

Date

3-3-14



# **Ventura Port District Full-Time Harbor-Patrol Officers**

**February 26, 2014, through June 30, 2016**



**SEIU Local 721  
2472 Eastman Ave Ste 30  
Ventura CA 93003-5774**

**Questions? Call the Member Connection (877) 721-4YOU  
[www.seiu721.org](http://www.seiu721.org)**

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