

**MEMORANDUM OF UNDERSTANDING**

**Between the**

**SAN DIEGO UNIFIED PORT DISTRICT**

**3165 Pacific Highway**

**San Diego, California 92101**

**and**

**CALIFORNIA TEAMSTERS,**

**PUBLIC, PROFESSIONAL & MEDICAL EMPLOYEES UNION**

**LOCAL 911 – NON-SWORN SAFETY PERSONNEL**

**9900 Flower Street**

**Bellflower, California 90706**

**October 1, 2022 through September 30, 2026**

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This Memorandum of Understanding is made and entered into by and between the Authorized Management Representatives (hereinafter referred to as "Management") of the San Diego Unified Port District (hereinafter referred to as "District"), and the California Teamsters, Public, Professional & Medical Employees Union, Local 911 (hereinafter referred to as "Union").

**PREAMBLE**

It is the purpose of this Memorandum of Understanding (hereinafter referred to as "Memorandum", or "Agreement" or "MOU") 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 misunderstanding 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 document refers to the most current Salary Ordinance, approved by the Board of Port Commissioners available at <https://www.portofsandiego.org/public-records/human-resources>. The wages, hours, terms, and conditions of employment contained in the Salary Ordinance applicable to employees represented by the Union shall remain in full force and effect throughout the term of this memorandum, unless modified through the meet-and-confer process.

Additionally, any provision of this Memorandum requiring action by the District Executive Director, shall allow for the Executive Director to delegate said authority.

## DEFINITIONS

The following definitions apply in this Memorandum:

**Base Rate:** An employee's base pay rate as defined by the salary range band or the salary range and step assigned to the employee's classification.

**Hourly Rate:** An employee's total rate of pay per hour, which includes both the Base Rate and any hourly differentials/premiums that apply to all hours worked by an employee.

## ARTICLE 1

### RECOGNITION

The District recognizes the Union as the exclusively recognized employee organization representing those employees in the classifications of Public Safety Dispatcher and Lead Public Safety Dispatcher, Community Service Officer (CSO) and Lead Community Service Officer. It is mutually agreed that it is the intent of the parties to include in the bargaining unit any non-sworn safety personnel as long as the position is not a confidential, supervisory, or represented by any other formally or informally recognized bargaining unit. The salary of the position will be established consistent with District policies and collective bargaining requirements.

## 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 Union membership.

## ARTICLE 3

### TERM

The term of this Memorandum shall commence October 1, 2022 and shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2026.

## ARTICLE 4

### SUCCESSOR NEGOTIATIONS

#### SECTION 1. Schedule for Successor Negotiations

In the event the either party desires to meet and confer in good faith on the provisions of a successor MOU, it shall serve the other party, not more than six (6) months prior to the expiration of this Memorandum, its written request to commence meeting and conferring in good faith as well as its full and entire written proposal for such successor Memorandum. Upon receipt of such written notice and proposals, meet and confer shall begin not later than August 1, 2026.

In all other instances where engaging the meet and confer process is a lawful condition precedent to the changing of matters within the scope of representation, the party desiring to initiate the meet and confer process shall serve a written proposal in this regard not later than thirty (30) calendar days prior to the anticipated implementation date of the change in terms and conditions of employment. The notice requirements set forth herein shall not be applicable in cases of emergency as that term is utilized in Government Code § 3504.5.

## SECTION 2. Duration of this Memorandum

This Memorandum may remain in full force and effect for one year from the date it would have terminated as set forth in Article 3, Term, and from year to year thereafter if expressly agreed to in writing by each of the parties each year. Nothing herein contained is intended to preclude the parties from meeting and conferring as specified in Section 1 of this Article or at any other time on matters provided for in the Meyers-Milias-Brown Act.

## ARTICLE 5

### RIGHTS

#### SECTION 1. Rights of Employees

The parties mutually recognize and agree fully to protect the rights of all employees covered to join and participate in the activities of the Union and all other rights guaranteed by law. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of the exercise of these rights or any other rights prescribed by law.

#### SECTION 2. Rights of Management

It is agreed that except as specifically delegated, abridged, granted or modified by this Agreement, all the rights, powers, and authority the District had prior to the signing of this Agreement are retained by the District and remain the exclusive right of management without limitation.

#### SECTION 3. Non-Discrimination

The provisions of this Memorandum shall be applied equally to all employees covered hereby without favor or discrimination because of race, religious creed, religious observance, color, sex, age, national origin, disability, sexual orientation, gender identity, gender expression, genetic information or predisposition, marital status, military service, military and veteran status, pregnancy, childbirth and related medical conditions, political or religious opinions or affiliations or any other classification protected by federal, state and local laws and ordinances.

## ARTICLE 6

### HOURS OF WORK

#### SECTION 1. Definitions

- a. Work Day - The normal work day within a consecutive twenty-four (24) hour period shall be defined as:
  - i. twelve (12) consecutive hours of work inclusive of a meal period as further defined; or
  - ii. 8 consecutive hours of work exclusive of a meal period; or
  - iii. any alternate workweek schedules as approved by the appointing authority.
- b. Payroll Workweek - The payroll workweek commences on Friday of each week at 12:01 a.m. and ends on the following Thursday at midnight.

- c. Workweek - The normal workweek shall consist of either:
  - i. three (3) scheduled workdays and one (1) additional eight-hour workday every other week; or
  - ii. Five (5) scheduled work days and two (2) scheduled days off in any seven day period. However, the two days off shall not necessarily be consecutive days off in each work week; or
  - iii. Alternate workweek schedules will be established and approved by the appointing authority.
- d. Workweek Shift - A scheduled workweek shift for an employee will be based upon the Workweek as set forth in "c." above, however, the scheduled shift may vary in days and hours. An employee's scheduled workweek shift may begin on any day of the payroll workweek. This does not preclude use of split workweek shifts such as a combination of days and nights.
- e. Pay Period – A pay period is defined as 80 hours.
- f. By July 2023, the District will align hours of work with work schedule for Dispatchers.

## SECTION 2. Scheduling of Workweek Shifts

- a. The District is willing to continue the assignment of qualified dispatchers to shifts subject to the following:
 

Employees shall participate in bid for shifts. Employees shall have their workweek shift scheduled by means of the current process utilized by the department or by another process determined and mutually agreed to by the Union and District. The duration of each shift will be three (3) months. Shift change will occur on the first day of the first new pay period in January, April, July and October. The Dispatcher Supervisors will prepare the bid for shift schedule and post it at least three (3) months prior to shift change.

Dispatchers will have three (3) days to bid for their shift. It is the employee's responsibility to know when their turn is and to make their choice in a timely manner. If a dispatcher is on days off when their turn becomes available, they may leave their choice with a dispatch supervisor to be added to the bid. If a choice is not made within three (3) days the next person in line will make their selection and the bid will continue.

A bid for shift will not be accepted from dispatchers currently assigned to communications training. Dispatchers in training will assume the same shift and days off as the Communications Training Officer (CTO) to whom they are assigned. Upon successful completion of communications training, dispatcher will be assigned to meet the requirements of the department and will be eligible to bid for shift for the next shift change.

Dispatchers on probation may not bid for or be assigned by default to the same shift. This is to ensure a veteran is assigned to each shift. If two (2) probationary employees will be assigned to the same shift by default, the dispatch supervisor will review the last three (3) bid choices to see where the probationary employee who last bid can be placed.
- b. The Chief of Harbor Police shall have the right, at any time, to transfer employees who have been assigned to a shift under this section in order to meet the operational needs of the department and District.
- c. Employees shall have their work week shift scheduled so that they shall receive at least two (2) days off which shall not necessarily be consecutive days off in each payroll workweek except that they shall receive two (2) consecutive days off after five (5) consecutive days of work period during scheduled shift changes, schedules may reflect workweek shifts that are four (4) days on two (2) days off; Four (4) days on one (1) day off; three (3) days on two (2) days off: three (3) days on one (1) day off; Two (2) days on one (1) day off: One (1) day on two (2) days off: And one (1) day on one (1) day off. However, the workweek shift

must have at least two (2) scheduled days off in every seven (7) days of the payroll workweek.

### SECTION 3. Shift Start and End Times

Employees shall be scheduled to work on regular work shifts, having regular start and end times. These work schedules shall be made known to all employees, and shall not, insofar as practical, be changed without five (5) calendar days written notice to the employee, with the following exceptions:

1. Should it be necessary to change these work schedules without the customary five (5) calendar days written notice to the employee, then the first consecutive eight (8) hours worked on the new work schedule shall receive extra compensation at time and one-half the employee's regular rate of pay as set forth in Exhibit "B" of the Salary Ordinance.

### SECTION 4. Standby Time

Any non-exempt employee in the bargaining unit who is assigned a standby shift consisting of one (1) 8-hour work shift wherein the employee must remain available on call to return to work to perform an essential service, shall be paid one (1) hour's compensation at the regular rate for each 8-hour standby assignment.

### SECTION 5. Personal Cleanup

If applicable to the nature of the work performed, employees shall be permitted fifteen (15) minutes at the end of each work shift to perform such activities as cleaning up a work area, putting away tools, personal washing-up, and changing clothes.

### SECTION 6. Meal Period

The District agrees when staffing levels are appropriate to respond to operational need and requirements, dispatchers will be allowed a meal period of no less than thirty (30) minutes and no longer than sixty (60) minutes without loss of pay. Dispatchers, while on their meal period, may be required to immediately report back to work if operationally necessary.

### SECTION 7. Minimum Down Time

Dispatchers shall have a minimum of eight (8) hours of rest in between shifts, except in the case of a bona fide emergency as designated by the Chief of Harbor Police.

### Section 8. Reporting Location

The appointing authority shall make the determination of employees' reporting location based upon training experience, and operational requirements of the department. Should it be necessary to change the reporting location, a minimum of five (5) calendar days written notice will be provided to the employee.

## ARTICLE 7

### OVERTIME

#### SECTION 1. Overtime Work and Compensation

- a. Overtime is understood to be work in addition to forty (40) hours per workweek.

- b. It is agreed that work schedules will not be modified solely to eliminate or avoid overtime, however, an employee may volunteer to modify their work schedule to avoid overtime. When mutually agreed between employee and supervisor, overtime may be traded hour-for-hour for time off within the employee's workweek. Absent mutual agreement, the employee is entitled to work the full assigned schedule, and the supervisor is entitled to decline a request to trade for time off.
- c. Extra compensation shall be paid at time and one-half the employee's Fair Labor Standards Act (FLSA) Rate of Pay as set forth in Exhibit "C" of the Salary Ordinance. The regular rate for the purpose of computing extra compensation shall include any and all paid differentials to which such employee is entitled.
- d. All time paid for annual leave, sick leave, injury leave, court leave, military leave and holidays shall count as time worked toward the basic forty (40) hour workweek of employees in the payment of overtime.
- e. Two (2) employees may agree, solely at their option and convenience, and with the approval of the supervisor, to substitute for one another during scheduled work hours in performance of work in the same capacity. The hours worked shall be excluded from the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation. Where one employee substitutes for another, each employee will be credited as if they had worked their normal work schedule for that shift in the calculation of overtime. Where two employees voluntarily trade shifts, with the approval of the supervisor, the traded shifts must both occur within the same pay period.
- f. For Dispatcher, details of selection and assignment of overtime will be agreed to by the District and the Union. The process will be memorialized in Administrative Procedure 152-101.

## SECTION 2. Required Overtime

The dispatch supervisors will post a mandatory overtime sign up sheet approximately four (4) weeks in advance of the vacant shifts. If after two (2) weeks the minimum staffing levels are not met with voluntary sign up overtime will be assigned to dispatchers by the dispatch supervisor. Every effort will be made to provide a minimum of ten (10) calendar days' notice to affected dispatchers. If a dispatcher is out of the office for an extended period while the mandatory overtime list is posted, a dispatch supervisor, or designee, will make a good faith effort to contact the absent dispatcher to give them an opportunity to voluntarily sign up for the upcoming overtime. If the dispatcher cannot be contacted, they will be assigned mandatory overtime using the method described below. The dispatch supervisor, or designee, assigning mandatory overtime, will obtain confirmation and understanding regarding the mandatory overtime from the affected dispatcher prior to the start date of the mandatory overtime shift.

The mandatory overtime shift is considered a dispatcher shift and failure to work in assigned mandatory overtime shift maybe cause for discipline. If a dispatcher is assigned a mandatory overtime shift but is unable to work the shift they are responsible for finding coverage. An exception will be made for illnesses or emergencies at which time the dispatch supervisor or designee will be responsible for finding coverage.

When the dispatch supervisor or designee assigns overtime that has not been voluntarily filled the following criteria shall be considered:

- available employees based on work schedule
- reverse seniority order
- consideration of the dispatchers that were last mandated to work overtime period every effort will be made to ensure a dispatcher has at least one day off during their weekend.
- if a dispatcher is on annual leave or other previously approved absence they will not be subject to mandatory overtime.

These criteria should generally be followed; however, management reserves the right to assign mandatory overtime as necessary based on unforeseen or unusual circumstances to maintain minimum staffing requirements period to best protect communication staff health and safety, the dispatch supervisor has the final authority when mandating overtime and therefore may make exceptions is necessary.

Trainees will not be subject to mandatory overtime.

### SECTION 3. Voluntary Overtime for Breaks

When there are two (2) or less dispatchers on duty, the District shall permit voluntary overtime for a replacement dispatcher for a period not to exceed four (4) hours in one shift for the purpose of ensuring that each dispatcher on duty receives a break of no longer than one (1) hour comprised of a meal break as set forth in Article 6, Section 6 of the MOU per twelve (12) hour shift. No dispatcher may volunteer for voluntary overtime under this provision unless they have had a minimum of eight (8) hours off between shifts.

Break coverage (voluntary) overtime will not be posted until all mandatory overtime is filled, either by volunteers or by those mandated by supervisory staff. Once all mandatory overtime has been filled, dispatch supervisors will post the break (voluntary) overtime list for the same time period that was covered on the mandatory overtime list. This will allow staff to make informed decisions about how much voluntary overtime is available to work. in conjunction with the mandatory overtime that they have already signed up for or have been assigned. While the parties acknowledge that this procedure may reduce the frequency of breaks provided, they agree that it will ensure that staff are in the best position to monitor their own fatigue levels while also being consistent with the current MOU and standing department policies and procedures.

## ARTICLE 8

### CALLBACK

#### Section 1. General Provisions

Callback is defined as work required of an employee who, following the completion of their normal work shift and departure from their place of employment, is ordered by the District to report back to duty in person at a District work site to perform necessary work, at least three (3) hours prior to their 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 their hourly rate of pay. In the event an employee is called in to work within less than three hours prior to the commencement of their next work shift, the employee shall be compensated at their hourly rate at time and one-half for each hour or portion of hour thereof worked prior to regular work shift. Reasonable transportation time to and from the employee's work location shall be considered as time worked in recording callback time as defined above.

#### Section 2. Required Staff Meetings and Training

When employees represented by this bargaining unit are required by the department to participate in staff meetings or training on their days off, they will be paid a minimum of three (3) hours and actual time for each additional hour past three (3) hours. Transportation time to and from the employee's meeting or training location shall not be considered as time worked in recording callback time as defined above.

Health Benefits Committee meetings, Labor Management Committee and sub-committee meetings are designated as mandatory meetings for the purposes of this Section.

When employees attend offsite training, the District agrees to pay for each hour of training as time worked based upon the total length of the training as set forth in the training announcements.



## ARTICLE 9

### HOLIDAYS

#### SECTION 1. Holiday Dates

District holidays shall include the following days:

1. Veterans' Day
2. Thanksgiving Day
3. Day after Thanksgiving Day
4. Christmas Eve
5. Christmas Day
6. New Year's Eve Day
7. New Year's Day
8. Martin Luther King, Jr. Day
9. Presidents' Day
10. Cesar Chavez Day
11. Memorial Day
12. Independence Day
13. Labor Day
14. Juneteenth

Holidays shall be observed in the following manner for the term of the Agreement. The District will determine the precise date of observance for each holiday on an annual basis.

#### 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, Fourth of July, Veteran's Day, Cesar Chavez Day, and Juneteenth 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 Holiday

- a. When a designated holiday falls on a regularly scheduled day off, a non-exempt employee may elect to receive holiday pay in cash or may elect to accrue the equivalent number of hours of annual leave, subject to subparagraph e. below.
- b. Any non-exempt employee who is regularly scheduled to work on a District holiday and who does work at least an eight (8) hour shift on such holiday may elect to receive holiday pay in cash or elect to accrue the equivalent number of hours of annual leave and receive pay for only the hours worked on such holiday, subject to subparagraph e. below.
- c. Any non-exempt employee who is regularly scheduled to work on a District holiday but does not work because of illness, and/or does not work the full assigned shift, may elect to receive holiday pay in cash or

elect to accrue eight (8) hours of annual leave and receive pay for only the hours worked on such holiday, subject to subparagraph e. below.

- d. Any non-exempt employee shall, in addition to compensation for hours actually worked on a holiday, be entitled to compensation in cash at one-half (1/2) times their hourly rate for the number of hours earned by reason of performing such ordered holiday work.
- e. 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.

## ARTICLE 10

### WORK ON DESIGNATED HOLIDAYS

When a District designated holiday falls within an employee's normal payroll workweek and the employee is scheduled to work, the employee will be credited with their scheduled number of hours to complete their regular forty (40) hour week. In addition, the employee required to work on a designated holiday will be compensated at the rate as provided in Article 9, section 3 of this MOU.

## ARTICLE 11

### COURT LEAVE

An employee who is required by court order to serve as a juror or as a witness who is not a party to a court action, shall be granted leave for such purpose upon presentation of proof of the period of their required attendance to the appointing authority. Eligible full time, permanent employees shall receive their hourly rate of pay of no more than eight (8) hours per day for the time if they serve on jury duty or as a witness in lieu of their regularly scheduled workday.

An eligible employee who is on jury duty or who is serving as a witness and is also regularly scheduled to work a night shift will be given court leave, the same as an employee who is scheduled to work days and is selected for jury duty, or as a witness who is not a party to the court action.

Administrative Procedure No.128-234 will govern all other provisions. Any employee who has been summoned to court to serve on behalf of the District will be reimbursed for parking fees and mileage subject to the District's travel reimbursement and petty cash guidelines.

## ARTICLE 12

### EMERGENCY LEAVE

The term Emergency Leave is used to make a clear differentiation between leave credits used by the employee for personal illness and leave credits used for family emergency concerning only illness and/or death within the immediate family of the employee. Employees may use any annual leave credits available.

In interpreting the Emergency Leave definition in the 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 their family" to include the necessary passive presence with a critically ill, injured or disabled immediate family member when substantiated in writing by a competent medical authority, if requested by the Director, Human Resources.

"Immediate family" as used shall mean spouse, domestic partner, son, daughter (including stepson and

stepdaughter), mother, father or recognized legal guardian, brother and sister, mother-in-law, father-in-law, grandparents, whether or not the above are living in the employee's household; and other relatives who are currently residing in the employee's household.

## ARTICLE 13

### SPECIAL LEAVE WITHOUT PAY

Any employee who is unable to perform the essential functions of their work, or who, for any reason considered good by the appointing authority and the Director, Human Resources, desires to secure leave from their 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 Director, Human Resources. An employee asking for special leave without pay shall submit their request on prescribed forms with a transmittal letter, stating their reasons for the request. The appointing authority who endorses such request shall recommend, and the Director, Human Resources, shall determine whether the employee shall be entitled to their former position on their return from such leave, and the period of said entitlement, or whether their name shall be placed on the eligible list for the class, subject to passing the prescribed District medical examination, if appropriate. Additional entitlements and restrictions for Special Leave Without Pay are described in Rule 10.12 of the San Diego Unified Port District Personnel Rules and Regulations.

## ARTICLE 14

### BULLETIN BOARDS

The District will furnish, for the exclusive use of the Union, adequate bulletin board space at reasonable locations. The boards shall be used only for the following subjects:

- a. Information on Union elections and the results. Steward's reports and notices.
- b. Reports of official business of the Union including reports of committees or the Executive Board.
- c. Scheduled Union meetings and news bulletins.
- d. Union membership benefits, programs and promotions.
- e. Any other written material which first has been approved by the President or their designated representative.

## ARTICLE 15

### SENIORITY

Seniority shall mean the status attained by length of continuous service within a classification represented by this bargaining unit.

Seniority shall be determined from the day of an employee's official appointment to a classification represented by this bargaining unit.

A probationary employee shall have no seniority until the employee has completed a probationary period. Upon the completion of the probationary period, the employee will acquire seniority from the date of hire.

An employee transferred or promoted shall accrue no seniority in the new position until completion of six (6) months in pay status in the new position. The employee's total seniority shall be credited. A reassignment within a

class within a department from one job to another does not interfere with accumulation of seniority.

In the event of a tie of seniority within a classification, seniority will be determined by length of continuous District service.

Any disagreement over the application of any method of applying seniority utilized by any department will be subject to the grievance procedure.

This section will not apply to layoffs or other personnel actions retained as a management right. Seniority for those actions will mean status attained by length of continuous District service.

## ARTICLE 16

### PERSONNEL PRACTICES

#### SECTION 1. Removal for Cause or Other Disciplinary Action

- a. The District shall advise a permanent employee in the Classified Service of their right to representation and provide a statement in writing of the reason or reasons whenever any disciplinary action against the employee, as provided for in Rule 14 – Resignations, Removals, Demotion, Reduction in Pay, Layoff of the San Diego Unified Port District Personnel Rules (Rules) and Regulations, is contemplated.
- b. All formal appeals relating to removal for cause shall be submitted in writing to the District in accordance with Rule 14..

#### SECTION 2. Vacancies

- a. No department shall intimidate or encourage qualified eligibles from a certification list to waive appointment. Waivers shall be an employee decision only and shall normally be submitted in writing by the employee. Violations of this section shall be subject to the grievance procedures.
- b. Department representatives (management and supervisors) shall not in any manner intimidate or discourage any employee from applying for any position vacancy in the District for which the employee chooses to apply. The determination as to whether an employee qualifies will be made in accordance with the Rules.

#### SECTION 3. Dismissal During Probation

The District's present Rules governing probationary employees are acceptable. It is understood that an employee is not entitled to any advance notice of dismissal, but that the District may give some notice or warning at its discretion, by performance evaluation or otherwise.

#### SECTION 4. Reclassification

- a. Positions where the duties have changed materially may be reclassified to the more appropriate classification whether they be now or already in existence. However, reclassification shall not be used for the purpose of avoiding restrictions surrounding promotions and demotions as provided in the Rules.

#### SECTION 5. Promoted Permanent Employees

The purpose of this section is to clarify the status of an employee who has completed probation and obtained status as a permanent employee as prescribed by Rule 9 – Appointments. If the employee is promoted to a higher

classification in the District's Classified Service and fails the promotional probationary period as prescribed by said Rule, the employee shall retain their rights as a permanent employee of the District Classified Service and be returned to their former position.

#### SECTION 6. Examinations and Promotions

- a. Advancement Through Promotions - Except as otherwise provided in the Rules, vacancies in the higher classes of positions shall be filled as far as practicable and consistent with the best interest of the District by promotion following competitive tests. Any advancement in rank shall constitute promotion. Whenever any examination is to be held to establish an eligible list for any class, the Executive Director shall decide whether a promotional or open examination shall be held.
- b. Eligibility for Promotional Examinations - Promotional examinations shall be open to any employee who has completed at least six (6) months of District service immediately preceding the final date of filing applications, whose last performance rating was at least satisfactory or, at the discretion of the Executive Director or the Director, Human Resources, may be limited to employees who have completed one or more years of satisfactory District service and who possess the essential experience requirements of the higher position.
- c. This provision creates no obligation - on the part of the District to give any notice as to a decision to fill vacancies by open examination; but if, prior to the District putting such a decision into effect, the Union so desires, it may consult with management representatives regarding the merits of such decision; and thereafter, the District will advise the Union of its final decision prior to announcement.

#### SECTION 7. Drug and Alcohol Policy

The Union has reviewed and agrees to support the Drug and Alcohol Program as outlined by the District.

#### SECTION 8. Injury Leave Policy

The Union has reviewed and agrees to support the Injury Leave Policy as outlined by the District.

#### SECTION 9. Annual Leave Accrual

All District employees are subject to the accrual rates as specified in Rule 10 .1 Annual Leave for Vacation, Section 2 – Accrual Rate.

Effective October 1, 2014 the accrual of annual leave and the maximum accrual amounts will be modified as follows:

Years of Service	Accrual Rate	Maximum Accrual
0-5 years	144 hours	432 hours
6-10 years	184 hours	552 hours
11-15 years	224 hours	552 hours
16+ years	254 hours	632 hours

#### SECTION 10. The Uniformed Services Employment and Re-employment Act (USERRA)

USERRA protects service members' reemployment rights when returning from a period of service in the uniformed services, including those called up from the reserves or National Guard, and prohibits employer discrimination based on military service or obligation. The U.S. Department of Labor's (DOL) Veterans' Employment and

Training Service (VETS) administers USERRA. The District's Military Leave of Absence Policy and Rule 10.8 – Military Leave are the source documents used for compliance.

## ARTICLE 17

### ANNUAL LEAVE SCHEDULING

Scheduled periods of annual leave for vacation purposes shall be posted by the District, and such schedules shall reflect the needs and desires of District employees when practical.

Employees shall be entitled to take authorized annual leave in accordance with the following procedures:

- a. At least annually, the Public Safety Dispatcher Supervisor shall prepare and post, no later than September 1, an annual leave schedule for all employees for the following calendar year.
- b. The employee with the greatest seniority will be given the opportunity to request first choice of a schedule, with the other employees being given their choice of schedules in descending order of seniority.
- c. Dispatchers will schedule their annual leave by meeting with the Public Safety Dispatch Supervisor, beginning on September 1<sup>st</sup> of each year, according to seniority. The bid shall be completed no later than September 20<sup>th</sup> of each year.
- d. There will be two (2) rounds to choose annual leave. In round one, each dispatcher with less than fifteen (15) years of District service as of January 1<sup>st</sup> of the upcoming vacation bid may pick up to three (3) work weeks, or approximately one hundred twenty (120) hours, of annual leave. Dispatchers who have completed at least fifteen (15) years of service as of January 1<sup>st</sup> of the upcoming vacation bid may pick up to four (4) work weeks, or approximately one hundred sixty (160) hours of annual leave. This annual leave will be taken in a minimum of one (1) week increments with a maximum of three (3) separate choices/blocks of time.

The second round can be chosen by two (2) additional work weeks, or one (1) week and two (2) individual days, or three (3) individual days.

- e. Having once made such a choice, no employee may change their 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.
- f. For the purposes of this Article, employees waive any seniority rights they may have had until the next annual leave period once the annual leave schedule has been prepared.
- g. For the purpose of this Article, seniority shall be defined as the total amount of continuous service within a classification within the department.
- h. All annual leave requests are subject to approval of the dispatch supervisor, supervisor for the communications unit, or designee.
- i. If operational needs permit, occasional requests for annual leave on shorter notice for good cause will be considered. The department will respond to such requests within five (5) calendar days.

Eligible employees may take earned annual leave on the first day of the any period following the pay period in which it is earned. The minimum amount of annual leave credit that may be used, except in the case of separation or change from biweekly or monthly rate of pay to another rate of pay, shall be one-quarter (1/4) hour.

## ARTICLE 18

### TEMPORARY ASSIGNMENT IN A HIGHER CLASSIFICATION

#### SECTION 1. Temporary Assignment Differential

- a. An employee accepting and performing a temporary assignment in a class with a higher standard range or band shall be paid at a rate approximately five percent (5%) higher than the employee's base rate of pay, provided the incumbent is expected to be absent for at least forty (40) consecutive work hours.
- b. Assignment is at the discretion of the appointing authority; however, payment may not be waived so long as employee is assigned and qualified. Such assignment may require the employee's prior written consent. It is not the intent of the District to use temporary assignment of lower paid workers to permanently fill a vacancy.

#### SECTION 2. Acting Pay

Acting pay may be granted in lieu of the differential, if assignment is expected to be over thirty (30) calendar days, at either the rate of compensation of such acting assignment or at least five percent (5%) higher than the employee's base rate of pay.

## ARTICLE 19

### COMPENSATION AND BENEFITS

#### SECTION 1. The 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 "A" and "B".
- b. The Salary Ordinance shall reflect the following approximate unadjusted base salary increases for the term of this MOU:
  - i. October 1, 2022, across the board increase will be 4.0%.
  - ii. April 1, 2023, across the board increase will be 4.0%
  - ii. October 1, 2023, across the board increase will be 4.0%
  - iii. October 1, 2024, across the board increase will be 3.0%
  - iv. October 1, 2025, across the board increase will be 2.0%

District will incorporate Union employees into a Classification and Compensation Study commencing November 30, 2022. The District will conduct a salary review upon conclusion of the job description updates. The Parties agree to negotiate the implementation of the results of the salary review. If during the term of this MOU, classification specifications are created or deleted for classes, the District agrees to discuss with the Union the proposed adoption or deletion of such classification specifications and meet and confer over proposed salary ranges.

- c. The District agrees to place lead classification into a step range that is 15% above the highest paid subordinate classification "E" step.

- d. The method of payment of overtime shall be as described by Article 7.
- e. The District agrees that it will not furlough employees during the term of this Agreement.

## SECTION 2. Health, Life & Dental Insurance Benefits and Retirement Benefits

- a. Health Insurance - The Not later than May 1, 2028, District agrees to pay the entire premium cost for eligible employees, their spouses, and dependents, where applicable enrolled in any of the Medical, Dental, and Vision plans offered by the District.
- b. Life Insurance – Effective October 1, 2016, the District agrees to pay the premium on the District sponsored Fifty Thousand Dollar (\$50,000.00) term life insurance program as set forth in the Salary Ordinance for all employees who are members of the bargaining unit 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.
- c. Health Benefits Committee – The Union agrees to send two (2) representatives, with one (1) designated alternate, to attend and participate on the Health Benefits Committee. A Union retiree may attend. 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 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 including but not limited to available alternative health benefit plans, plan design, education, and ways to ensure the sustainability of the District's benefits program. The Committee is authorized to make recommendations to District representatives regarding matters set forth herein. However, the recommendations of the Committee are advisory only and are not binding upon the District. The frequency, time and location of the Committee meetings shall be as determined by the Committee members.
- d. Wellness Reimbursement Benefit – Effective October 1, 2022, the District agrees to establish a wellness reimbursement benefit of \$300.00 maximum per employee for each year of the Agreement. The District and the Union agree the Health Benefits Committee shall determine the eligible criteria for reimbursement. Employees shall submit receipts to Finance for the calendar year no later than December 1<sup>st</sup> of each year.
- e. Retirement Plan - Beginning October 1, 2005 new hires will not be eligible for the following retirement plan provisions: Deferred Retirement Option Plan (DROP); Purchase of Service, except those purchases guaranteed by state and federal law; or the supplemental benefit ("Thirteenth Check"). For bargaining unit members hired on or after October 1, 2006, the service years required for eligibility for retiree health insurance will be raised from five (5) to ten (10) years. Additionally, employees hired on or after October 1, 2006 will have their retirement benefits based on an average of the three highest years salary.

For bargaining unit members hired prior to October 1, 2006, the District will pay into the retirement system an amount not to exceed seven percent (7%) of each employee's gross wages (the "Offset") as prescribed for in the Salary Ordinance. For bargaining unit members hired on or after October 1, 2006, the District will pay into the retirement system an amount not to exceed five percent (5%) of each employee's gross wages (the "Offset").

Effective March 31, 2004, the District implemented what is referred to as the 3% at 60 retirement plan.

The District agrees to maintain the following benefit components as described in the District's current plan document dated March 24, 2008, for the duration of the careers of all bargaining unit employees in the bargaining unit as of October 1, 2008 as follows:



- The most advantageous retirement calculation factor for general members.
- The vesting and eligibility requirements
- The industrial disability benefits
- The non-industrial disability benefits
- The death benefits

Further the District agrees to maintain the following benefit components as described in the District's current Amended and Restated San Diego Unified Port District Retirement Plan and Trust dated March 24, 2008, and as may be amended from time to time.

- Deferred Option Retirement Program ("DROP").
- The Supplemental Benefit ("13<sup>th</sup> Check").
- Purchase of Permissive service credits ("air time").
- The District's pick up of a portion of the employee's retirement contributions ("offset").

**Retirement Plan Reopener:** The District will reopen negotiations no later than February 1, 2023, with reasonable advance notice on the issue of prospective changes to the Retirement Plan from a hybrid of defined benefit and defined contribution components to a plan that is 100% defined benefit. Any meet and confer discussions pursuant to this reopener provision are subject to the procedures set forth in Board of Port Commissioners Policy 366.

- f. Retiree Benefits - The District agrees to provide retiree medical, dental, and basic life/AD&D insurance for the duration of the careers of current employees as of October 1, 2008 and for the remainder of their lives. The District cannot agree to guarantee retiree dependent coverage. The District reserves the right to modify the retiree medical, dental and basic life/AD&D, including plan design and/or changes in insurance carrier. It is the express intent of the District to afford retiree medical, dental and basic life/AD&D for those currently employed as of October 1, 2008 for the remainder of their lives and that these benefits are vested without reservation. (Exhibit "B")
- g. Reopener for Health/Dental - Due to escalating health care costs and the ongoing work of the employee Health Benefits Committee, the parties agree to reopen this Agreement to review the health care benefits for the purpose of reaching mutually acceptable changes to them. If modifications to the benefits, eligibility for coverage, or any other provisions of the benefit plans covered by this MOU will be modified during the term of this Memorandum, it is agreed that the District and Union will reopen the Agreement to meet and confer and determine how such mandated changes will be implemented, and to include addressing other health plan options. The District will provide the Union a 30-day notification and information period to review any and all benefit elements for the purpose of meet and confer. This provision in no way shall abrogate the Union's rights to any of the Meyers-Milias-Brown Act (*Government Code* §3500, *et seq.*) including the District's obligations to meet and consult, meet and confer over implementation and impacts, or meet and confer over mandatory subjects of bargaining pursuant to existing law up to and including fact-finding and impasse procedures consistent with the current "EERR".

### SECTION 3. Extra Compensation for Certain Classes for Performing Special Tasks

- a. Certain employees, when assigned as the responsible lead person for certain shifts, or when assigned special tasks, shall be paid at a rate approximately five percent (5%) higher than their hourly rate of pay.
- b. Effective October 1, 2022, if the CSO Supervisor or Lead is not on duty and/or present at work, the District will pay acting pay of five percent (5%) above base rate of pay for the qualified CSO on duty for one hour minimum or time acting as lead.
- c. A CSO assigned to train a new employee shall be paid an extra one dollar twenty-five cents (\$1.25) per hour. This dollar amount will be paid while the trainee is being trained by a CSO and will include time spent by the CSO in working on evaluations for the trainee.

- d. Dispatchers qualified and assigned as communication training officers to train anyone as a dispatcher shall be paid an extra one-dollar twenty-five cents (\$1.25) per hour. In order to qualify, each dispatcher must maintain a department-approved Communications Training Officer certificate at all times to be eligible for and receive this compensation..
- e. If the Supervisor or lead is not on duty and/or present in the Communication Center, the District agrees to pay acting pay of 5% above hourly rate of pay for the most senior dispatcher on duty for one hour minimum or time actually acting as lead. This provision does not apply to any absence or lack of presence caused by meal periods.
- f. Dispatcher Education Achievement – Any employee in the Dispatcher and Lead Dispatcher that obtain their P.O.S.T. Dispatcher Intermediate or Advanced Certificate will receive a one-time, non-pensionable Education Achievement stipend based on the following schedule:
  - Intermediate Certificate – Four Hundred dollars (\$400.00)
  - Advanced Certificate – Seven Hundred dollars (\$700.00)

#### SECTION 4. 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 (\$2,000.00) per year subject to the provisions of any applicable District administrative policy or standard operating procedure. Such refunded courses must have prior written approval the Director, Human Resources or designee. Course work must be taken during off-duty hours.

#### SECTION 5. Reimbursement for Meals

Any employee who works extended day overtime, including emergency callback overtime, shall be reimbursed for the actual cost of their meal. Effective October 1, 2022 this amount is not to exceed \$20.00, provided such extended work day overtime includes two (2) hours of overtime on any single shift. Such extended day overtime may be performed before or at the end of a workday. To qualify, the two (2) hours must be interrupted by an unpaid meal break, following which the employee returns to the work site to work for at least one of the two (2) hours.

#### SECTION 6. Compensation for Medical Treatment-Job Related Injuries/Illnesses

Any employee receiving medical treatment authorized by the District for job related injuries/illnesses shall be compensated at their base rate of pay for any and all time spent for such treatment including travel to and from the medical facility during regularly scheduled work hours. Medical treatment that is other than emergency or first treatment needs to be scheduled before or after regularly scheduled work hours or on an employee's day off and shall be considered as done on the employee's own time and no compensation shall be due.

#### SECTION 7. Differential for Bilingual Availability

Subject to the limitations and prerequisites for eligibility set forth in Administrative Procedure No.128-202, any full-time qualifying employee in any of the classifications within the unit represented by the Union, who has been determined by the Appointing Authority, with Human Resource's concurrence, to be eligible for bilingual compensation, shall receive said compensation at the rate of 2.5% above the employee's unadjusted base rate of pay.

#### SECTION 8. Night Premium Eligibility

Effective the first payroll period commencing on or after October 1, 2013, incumbents in assignments where the individual is subject to a regularly recurring fixed shift where at least 50% of said regularly recurring scheduled hours are between the hours of 1800 hours and 0800 hours, shall receive an hourly shift differential in the amount of \$1.75.

Employees will be paid night shift differential when mandated or volunteer to cover night shift hours as defined in this Section.

#### SECTION 9. Annual Leave Cash-out

Effective October 1, 2022, any permanent employee may elect to cash out no more than a total of eighty (80) hours in the following calendar year. The cash out of annual leave will occur in June and December of each calendar year. Employees may only cash out hours that have been accrued in the calendar year when the cash out occurs. Employee must have a balance of one hundred and twenty (120) hours of annual leave at the time of cash out. 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. Cash outs are subject to the following provisions:

1. Employees may be eligible to cash out up to eighty (80) hours of accrued annual leave (excluding sick leave) per calendar year.
2. Eligible employees may cash out the accrued hours up to two (2) times per calendar year. The established cash out months are June and December of each calendar year.
3. In order to cash out leave hours under this section, employees must complete an irrevocable election pre-designating the number of accrued leave hours (up to eighty (80) the employee will cash out in the cash out month(s) the following year. Only hours accrued in the calendar year following the date of the election will be eligible for cash out.
4. Any annual leave hours accrued in previous calendar years, and leave hours accrued in the present calendar year which have not previously been designated for cash out pursuant to an election, shall remain in the employee's leave bank and are not eligible for cash out.
5. Eligible employees may cash out any combination of hours, up to the pre-designated amount in the employee's election, in June, December, or both, provided that the employee has accrued that amount of hours in the calendar year in which the election is effective. Employees may not cash out less than ten (10) hours in any month in which they choose to cash out hours.
6. All cash out hours shall be paid at the employee's hourly rate that was in effect during the pay period of the cash out.
7. The employee must submit their irrevocable cash out election to their assigned departmental payroll representative by December 31st of the calendar year prior to the year in which the designated hours will be earned. Any employee who does not file an election by December 31st of the present calendar year will not be eligible to cash out any leave hours pursuant to this section in the following calendar year.
8. Following submission of an employee's election, the assigned departmental payroll representative shall: 1) ensure that employees interested in participating in the cash out program meet the minimum eligibility requirements as stated herein; and 2) submit the election form to the Department of Human Resources.
9. Employees eligible to receive a cash out understand that the Finance Department is obligated to withhold any personal income taxes due pursuant to federal and state Law, and that the cash out and all other reportable income will be reported and included on participating employees' annual W-2 forms. Employees also understand that they are solely responsible for any personal federal and/or state income tax obligations associated with participation in the Cash Out Program. The District is not responsible for advising employees about any state or federal tax obligations, nor is the District responsible for paying any portion of an employee's tax obligation.
10. All accrued annual leave hours in an employee's leave bank that are not cashed out pursuant to this section shall be available for leave usage and/or for pay out upon separation from employment, where applicable.

## SECTION 10 – RETENTION STIPENDS FOR DISPATCHERS

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

- Year 1: Employees will receive a \$5,000 retention bonus to be paid January 1, 2023
- Years 2 and 3: Based on average staffing levels for the month of July, August, and September of the preceding contract year, employees will receive retention bonuses as follows:
  - 0-5% vacancy rate = \$2,000
  - 6-10% vacancy rate = \$3,000
  - 10+% vacancy rate = \$4,000
- Retention stipends will be paid in full in January of the contract year and will be recoverable on a quarterly basis if the employee leaves prior to the end of the contract year. For example, if an employee leaves during the third quarter of the contract year, the employee would be required to pay back 25% of the retention bonus.
- Vacancy rate will be calculated based on 15 allocated positions.

## ARTICLE 20

### STEWARDS

#### SECTION 1. Stewards

The Union may designate stewards to represent employees covered by this Memorandum in the processing of grievances, subject to the following rules and procedures:

- a. The Union and the District agree that the Union shall have only two (2) Union stewards plus one alternate for each steward. Alternates may perform functions of stewards only in the event of the absence from work of the duly appointed steward for which they are serving as alternates.
- b. The Union shall furnish management representatives with a written list identifying the name and the assigned work area of each steward and such list shall be kept current by the Union.
- c. The Union shall designate as stewards only employees who have passed an initial probationary period and have been designated as permanent employees of the Classified Service.
- d. The Union, in exercising its right to appoint or elect stewards and alternates, understands and agrees that said stewards and alternates are acting on behalf of the Union in all relevant matters set forth in this Article 20 and, therefore, the Union is responsible for their actions.

#### SECTION 2. Rights of Stewards

- a. Selection of Stewards - The Union shall have the right to appoint or elect stewards and their alternates to assist any employee covered by this Memorandum who requests representation of their grievance which includes a claimed safety grievance for consideration by District representatives.
- b. Handling Grievances and Complaints - Stewards may receive and discuss but not solicit complaints and grievances of the Union member employees on District premises and on District time, but only to the extent that such activities do not neglect, retard, or interfere with the work and duties of the stewards, the employees, or the operations of the department.

- c. Stewards to Request Permission - Stewards or alternates being requested to assist any employee covered by this Memorandum on such matters during working hours shall first request permission from their immediate supervisors; such request must not be unreasonably denied.
- d. Payment for Reasonable Time Spent During Working Hours - The District shall pay the authorized stewards the applicable rate of pay for a reasonable amount of time spent in resolving such grievance during working hours.
- e. Investigation - This section shall apply to any interrogation of a represented employee wherein formal disciplinary action is being contemplated; however, it shall not apply to an investigation of a represented employee in the normal course of work, including counseling, instruction, informal verbal admonishment, or unplanned contact.
- f. Subject and Time Limitations - With the exception of processing grievance matters and negotiating contracts, the Union agrees not to transact any business on District time. It is expected that the handling of grievances will take six (6) hours or less per month. If the provisions of this section are observed being exceeded, the District will contact the Union and discuss the problem prior to the steward being released.
- g. Number of Negotiating Representatives - The Union shall have the right to have a maximum of two (2) District employees on the Union's negotiating team. The Union shall be permitted to rotate team members, if desired, during negotiations on a day-by-day basis. The provisions of this section shall not apply to persons on off duty time.

### SECTION 3. Handling Grievances

- a. When requested by an employee, a steward, with permission of their supervisor, may assist the employee on any alleged grievance in their assigned work area and assist the employee in its preparation and presentation.
- b. After notifying and receiving approval of the immediate supervisor, a steward shall be allowed reasonable time off during working hours, without loss of time or pay, to contact an employee and prepare and present such grievance on behalf of an employee. The immediate supervisor will authorize the steward to leave their work, unless compelling circumstances require refusal of such permission, in which case the immediate supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be relieved from their work assignment.
- c. When a steward desires to contact an employee at their work location, the steward shall first contact the immediate supervisor of that employee, advise them of the nature of the business, and obtain the permission of the supervisor to meet with the employee. The immediate supervisor will make the employee available promptly, unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the steward when they can reasonably expect to contact the employee.
- d. A steward's interview or discussion with an employee on District time will be handled expeditiously.
- e. It is recognized by both parties that stewards' functions are necessary in maintaining sound employee-employer relations on the job.

## ARTICLE 21

## UNION ACCESS

### SECTION 1. Definition of Union Representation

The Union representative shall mean only those paid employees of the Union or officers of the Union who are not in any manner paid employees or agents of the District. The Union shall, within thirty (30) days of the effective date of this Memorandum, give to the District a written list of all authorized representatives, which list shall thereafter be kept current by the Union. Access to work locations hereunder will be granted only to representatives on the current list.

### SECTION 2. Access to Work Area

Authorized Union representatives shall (unless such access is thought by the District representative to unduly interfere with operations) be granted access to work locations in which employees covered hereby are employed for the purpose of contacting employees they represent in matters of grievances and observing working conditions. Authorized Union representatives desiring entrance from the appropriate District representative shall inform said District representative of the purpose of the visit. Said District representative may deny access to work location if, in their judgment, it is deemed that a visit will unduly interfere with the operations of the department or facility thereof, in which event said District representative will recommend an alternate time for the visit.

## ARTICLE 22

### PAYROLL DEDUCTIONS FOR DUES OR OTHER APPROVED DEDUCTIONS

#### SECTION 1. Authorization for Dues Deductions

The District will honor all employee authorization for Union dues deductions as certified in writing on forms prescribed by the Union and following the first pay period after the date of the implementation of this Memorandum of Understanding. Deductions for Union dues will start the first full pay period after the District receives written authorization for the deduction. District will make the deduction on a bi-weekly pay period basis and District will remit the deducted dues as soon as practicable to the appropriate officer designated by Union.

Employee requests to terminate dues deductions and Union membership will be directed to the Union rather than the District. The District will rely on the Union's certification regarding whether a change in deductions has been requested by the employee.

This section is not intended to interface or replace existing dues deductions currently in place. It is intended to affect new dues deduction authorizations.

#### SECTION 2. Legal Aspects of Section 1

The Union shall indemnify and save the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reasons of the application of this Article 22 and Article 1.

## ARTICLE 23

### GRIEVANCE PROCEDURE

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit or be involved in a grievance.

The grievance procedure shall be as outlined in SAN DIEGO UNIFIED PORT District Administrative Procedure No. 128-260 and is incorporated into this Memorandum as Exhibit "A".

## ARTICLE 24

### SAFETY COMMITTEE

The District agrees that the Union shall be authorized to appoint one employee member to any established District Safety Committee. Such employee member may input and discuss all agenda items that shall include new safety business. Hazardous materials questions may be raised at the committee and the committee shall receive a response as to the nature of such materials questioned in generic language.

## ARTICLE 25

### UNIFORM ALLOWANCE

#### SECTION 1. Dispatcher Uniforms

For all employees in this bargaining unit, District will pay an annual uniform allowance toward the cost of clothing items required in the Harbor Police Department Instructions for Public Safety Dispatchers A maximum of Four Hundred Dollars (\$400.00) per year for each year of the agreement will be paid for uniform purchase and replacement caused by normal usage. The annual allowance shall be payable in one lump sum on the second paycheck in October each year for employees on active status as of October 1 of each year.

The allowance shall be paid in full within the first thirty (30) days after the employee's hire date or rehire date.

#### Section 2. Community Service Officer Uniforms

The District agrees to provide all Community Service Officers (CSOs) an annual uniform and equipment allowance (for any items required and authorized by the District) up to a maximum of One Thousand Five Hundred Dollars (\$1,500.00) per year commencing on October 1, 2022. This allowance will include cleaning and replacement of uniforms and equipment caused by normal usage. Additionally, it will include reimbursement for Safety Shoes. Items which are considered uniforms and required equipment are shown in the attached Exhibit "D". The annual allowance shall be payable in one lump sum on the second paycheck in October of each year.

Employees who terminate (voluntary or involuntary) or retire shall refund any unused portion of the annual allowance on or before their termination date. The unused portion shall consist of 1/12 (one-twelfth) the annual allowance times the number of months and partial months left between the termination date and the end of the salary year.

#### SECTION 3. Damaged Uniforms

An employee who, during the normal course of employment, without negligence, suffers damage to their uniform in the line of duty shall be reimbursed the cost of such uniform replacement subject to the following conditions:

- a. That the damaged uniform 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.

#### SECTION 4. Official Uniform

Harbor Police Department Instruction #1046, Section 1046.5 (See Exhibit "C") describes the official department uniform.

## ARTICLE 26

### SAFETY EQUIPMENT

#### SECTION 1. Safety Clothing & Equipment

The District, at its own cost and expense, shall furnish to all employees the appropriate special safety clothing, tools, safety devices and articles (work shoes or other personal apparel not included) to perform their assignments. The employee shall be responsible for the reasonable care of all items furnished by the District.

#### SECTION 2. Clean & Safe Work Environment

The District will provide adequate heat and ventilation in all work areas, maintain clean and sanitary restrooms and provide hot water, adequate toilet and washroom facilities and safety eye wash equipment in areas where high levels of dust are created by District facilities.

#### SECTION 3. Safe Work Habits

The District, Union and employees agree to comply with all lawful safety rules and regulations in effect and any subsequent rules and regulations that may be adopted by District.

#### SECTION 4. Employees Use of Protective Gear and Clothing

Each employee covered by the Memorandum agrees to use and wear safety equipment provided which will protect the employee and promote their own health and safety.

## ARTICLE 27

### RELEASE TIME

Employees elected to the Union negotiations committee shall be afforded reasonable time for negotiations with the District. The District agrees to permit three (3) negotiation-related meetings annually for Union membership. The purpose of such meetings shall be only for preparation for annual meet and confer sessions and ratification of Memorandum of Understanding.

The District will make every effort to provide bargaining unit members and subject matter experts with reasonable release time, subject to departmental operations. Unless mutually agreed to in advance, the release time will not exceed one (1) hour before or after any bargaining meeting

## ARTICLE 28

### SPECIAL PROVISIONS

#### SECTION 1. Lunchrooms

The District agrees to continue the lunchroom facilities at General Services, the Administration Building, and other current District-designated locations.

#### SECTION 2. Step Increases



- a. The Union agrees and accepts Rule 5, Section 11, Pay Advancements of the District's Personnel Rules and Regulations.
- b. This Rule shall be administered by the District Management in the following manner:
  1. The Director, Human Resources shall notify each appointing authority as to the date an employee in the classified service is eligible to be considered for advancement at least one (1) month in advance of that date.
  2. The appointing authority shall, within ten (10) working days prior to the effective date when such considered normal merit increase can take effect, and after discussing with the affected employee their recommendation, submit to the Director, Human Resources the recommendation as to whether such merit step increase shall be granted, delayed or denied. The appointing authority must provide justification for any recommendation made based on a standard of acceptable, improvement needed, or non-acceptable, job-related performance in any one or several of the performance criteria established by the District.
  3. The Director, Human Resources shall review the pertinent documentation in the employee's personnel file together with the written information submitted by the appointing authority supporting their recommendation and submit such recommendation to the Executive Director or their designated representative for final determination.
  4. The Executive Director's decision shall be final and not subject to a hearing or review by the Personnel Advisory Board. Such final decision shall be transmitted by the Human Resources Office in writing to the appointing authority and employee.

### SECTION 3. Use of District Facilities

The Union may, with proper approval, be granted the use of District facilities during non-work hours for meeting with its members. The purpose of holding such meeting shall be only for matters pertaining to wages, hours and other terms and conditions of employment.

### SECTION 4. Employee Relations Meetings

Labor Management Committee ("LMC") will be comprised of representatives of both the District and the Union. 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 written agreement of the parties, no changes in terms or conditions of employment shall be effectuated as a result of the LMC meetings.

This provision in no way shall abrogate the Union's rights to any provision of the Meyers-Miliias-Brown Act (Government Code §3500, et seq.) including the District's obligations to meet and consult, meet and confer over implementation and impacts, or meet and confer over mandatory subjects of bargaining pursuant to existing law, up to and including fact-finding and impasse procedures consistent with the current EERR.

### SECTION 5. 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, 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 6. The Use of Independent Contractors

The District agrees to adhere to the second paragraph of Section 71.5 of the San Diego Unified Port District Act which reads as follows:

"Nothing in this Section shall prevent the District from employing an independent contractor to provide services of a professional, scientific, or technical nature where the District has determined that it is impractical to have such service furnished by a person employed or to be employed in the classified service, and the employment of such independent contractor will not require the removal, suspension, layoff, or transfer of any employee in the classified service or the elimination of any classification thereof."

#### SECTION 7. "F" and "G" Step Compensation Administration

Administrative Procedure #128-201 provides a means for rewarding and retaining employees who consistently perform the full range of their assigned responsibilities as well as meet or exceed criteria set forth in the procedure. The eligibility criteria include general, specific, and performance and behavior requirements.

### ARTICLE 29

#### 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 operations. 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. New Classifications

It is the exclusive right of Management to determine when new classifications are established and when existing classifications will be reclassified or deleted.

##### SECTION 3. Promotion Procedures & Supervisory Ratios

It is the exclusive right of Management to determine procedures for promotions and to determine criteria for establishment of supervisory personnel, including the ratio of supervisory personnel to subordinates.

##### SECTION 4. District Participation in Community Programs

It is the exclusive right of Management to cooperate and participate in community programs designed to provide work experience and on-the-job training for workers so that they may compete in the labor market. It is agreed that the use of these workers will not replace regular employees, nor will they be permitted to perform tasks or use equipment which might endanger their own safety or the safety of District employees or others.

##### SECTION 5. Performance Reports

It shall be the exclusive right of Management to determine employee performance reporting procedures and the

job-related criteria and/or standards for evaluating employee performance.

#### SECTION 6. Rights Shall Be Reasonable

The exercise of the above rights shall be reasonable and shall not preclude employees or their Union representatives from consulting with Management representatives about the effect these decisions may have on matters pertaining to wages, hours, and other items and conditions of employment.

### ARTICLE 30

#### DISTRICT EMPLOYEE RIGHTS

##### SECTION 1. District Employee Rights

Each individual employee shall have the following rights that they may exercise in accordance with applicable laws, ordinances, and rules and regulations:

- a. The right to form, join and participate in the activities of employee organizations or their own choosing for the purpose of representation on matters of their employee relations with the District or to refuse to join or participate in the activities of any employee organization.
- b. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of their department head, their supervisor, other employees or employee organizations, or with respect to any lawful activity associated therewith which is within the scope of representation.

### ARTICLE 31

#### UNFAIR EMPLOYEE RELATIONS PRACTICES

##### SECTION 1. Unfair Employee Relations Practices by District

It shall be an unfair employee relations practice for the District and its Management representatives:

- a. To interfere with, restrain, discriminate, intimidate or coerce employees in the exercise of the rights recognized or granted in this Memorandum.
- b. To dominate or interfere with the formation of any employee organization or contribute financial support to it, provided the rights recognized or granted to employee organizations in this Memorandum shall not be construed as financial support.
- c. To refuse to meet and confer in good faith with representatives of recognized employee organizations on matters within the scope of representation.
- d. To refuse to furnish the Union in writing with a correct list of District representatives with whom the Union shall confer in good faith in the adjustment of grievances or hazardous working conditions.

##### SECTION 2. Unfair Employee Relations Practices by the Union

It shall be an unfair employee relations practice for the Union, its representatives or members:

- a. To interfere with, restrain, discriminate, intimidate or coerce in the exercise of the rights recognized or granted in this Memorandum.

- b. To refuse to meet and confer in good faith with District officials on matters within the scope of representation.
- g. Refusal to furnish the District with the names of the representatives, shop stewards and/or their alternates.

The remainder of this page has been left purposely blank.

The foregoing pages represent the Tentative Memorandum of Understanding between the Management of the San Diego Unified Port District and the California Teamsters, Public, Professional & Medical Employees Union, Local 911, subject to the procedure in Article 2, Implementation.

For the District:

For the Union:

J. Stuyvesant 2/23/23  
J. Stuyvesant Date

Elba G. Gomez 2/23/23  
Elba G. Gomez Date

Michelle Corbin 2/23/23  
Michelle Corbin Date

Jacqueline Godoy 2/27/23  
Jacqueline Godoy Date

Mervin Nocum 2/23/23  
Mervin Nocum Date

Jeffrey Geary 022827  
Jeffrey Geary Date

Marcus J. Cromartie 2/23/27  
Marcus J. Cromartie Date

Michael Arons 2/23/23  
Michael Arons Date

Mai-Lan Le 2/23/23  
Mai-Lan Le Date

Ray Whitmer Mar 6, 2023  
Ray Whitmer Date

Neil Sholander 2/23/23  
Neil Sholander Date

Derek Richard 2/23/23  
Derek Richard Date

David O'Bryant 2/27/23  
David O'Bryant Date



(6)

## 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. Additional Notes/Definitions:

Subject to the exclusions listed in Section 6 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.

#### Note 1: 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.

#### Note 2: No Retaliation

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

### **Note 3: 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.

### **Note 4: 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.

### **Note 5: 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.

### **Note 6: 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.

### **3. 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.

### **4. How to Achieve Procedure Objective:**

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 4 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.

- b. 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.



- c. 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.

- d. 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.
1. 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.
  2. The arbitrator shall issue subpoenas to compel the attendance of witnesses if necessary, at the request of either party.
  3. 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.
  4. 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.

## 5. Criteria

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.

## 6. Exclusions from the Grievance Procedure

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

1. 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;
2. Requests for changes in the content of Employee evaluations or performance reviews, oral or written warnings, reprimands or counseling memos;
3. Challenges to the decision to reclassify, layoff, transfer, deny reinstatement, or deny a step or merit increase;
4. Challenges to any disciplinary action; and
5. Challenges to examinations or the appointment to positions.

## 7. Responsibility/action:

RESPONSIBILITY	ACTION
Employee	Reviews criteria to determine if complaint can be grieved. Completes Grievance Form.  If not able to resolve with Supervisor, Appointing Authority or Vice President, may take to Human Resources within time limit to proceed to arbitration.
Supervisor in consultation with Human Resources	Within time limit, reviews Grievance Form to determine if it meets criteria. Meets with employee and provides written response.
Appointing Authority in consultation with Human Resources	Within time limit, reviews Grievance Form to determine if it meets criteria. Meets with employee and provides written response.
Vice President in consultation with Human Resources	Within time limit, reviews Grievance Form to determine if it meets criteria. Meets with employee and provides written response.

## 8. Related Documents:

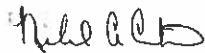
Grievance Form Applicable to Permanent Employees in the Classified Service – *available on HomePort*

**9. Document Information:**

<b>Created On:</b>	3/28/2008
<b>Responsible Dept.:</b>	Human Resources
<b>Used by:</b>	All District Staff
<b>Biennial Review: (Assigned by ODC)</b>	January even year(s)

**10. Document History:**

Date of Update	Editor	Change(s) Made	Previous DOCS #
3/28/2008	Karen Porteous	Document was updated by changing the format and adding the language concerning where the documents are to be filed.	
5/29/2015	Keira Braxton	Changed position title names. Added (President/CEO to Executive Director. Changed Department Head to Appointing Authority.	
9/08/2015	Michelle Corbin	Updated language and position titles; reformatted form	
9/20/2016	Nydia Salas	Reviewed updates made for procedure and form	
11/16/2020	Michelle Corbin	Updated language and reformatted to new admin procedure layout	

**APPROVED (Director):**


**Michelle Corbin**  
Director, Human Resources

Nov 19, 2020

Date

**APPROVED (CEO, CFO, VP, AVP):**


**Karen G. Porteous**  
VP, Administration

Nov 19, 2020

Date

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.	

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.

- A request for changes in wages, hours, or working conditions;
- A request for changes in the content of employee evaluations or performance reviews, oral or written warnings, reprimands or counseling memos;
- A challenge to the decision to reclass, layoff, transfer, deny reinstatement, or deny a step or merit increase to an employee;
- A challenge to any disciplinary action;
- A challenge to promotional examinations or the appointment to a position.

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.

Pers.No.	Last name	First name	Job Title	Name of Organizational Unit	Status, 3-15-2023
3466	DESAGUN	JACQUELINE	Public Safety Dispatcher	Harbor Police Department	Active
3516	SANTOS	MARIA	Wharfinger	Maritime Operations & Properties	Active
3575	SNELL	JEFFREY	Gardener I	General Services	Active
4021	LOPEZ	MARTIN	Maintenance Worker II	General Services	Active
4028	QUIMPO	CHRISTIAN	Parking Meter Repair/Collector	Treasurer's Office	Active
4038	CASTILLO	AMADO	Plumber	General Services	Active
4043	GUTIERREZ	ISAAC	Wharfinger	Maritime Operations & Properties	Active
4121	ALVAREZ	FRANCISCO	Lead Plumber	General Services	Active
4159	HASTINGS	MICHAEL	Maintenance Mechanic	General Services	Active
4178	LEMUS	ENRIQUE	Electrician	General Services	Active
4278	WELCH	SARA	Lead Public Safety Dispatcher	Harbor Police Department	Active
4369	ADKINS	ROBERT	Maintenance Worker II	General Services	Active
4379	ASHURST	ROLAND	Fleet Maintenance Technician	General Services	Active
4414	O'BRYANT	DAVID	Lead Public Safety Dispatcher	Harbor Police Department	Active
4465	RODRIGUEZ	ROBERTO	Maintenance Worker I	General Services	Active
4511	ROBLES	JOSE	Maintenance Worker II	General Services	Active
4552	RICO	RUBEN	Gardener I	General Services	Active
4562	WILLIAMS	MARK	Gardener I	General Services	Active
4631	ALCALA	ROBERT	Electrician	General Services	Active
4644	BARGO	BRION	Marine Terminal Supervisor	Maritime Operations & Properties	Active
4717	SWIN	RACHEL	Maintenance Planner/Inspector	General Services	Active
4728	SANDOVAL	ANTONIO	Maintenance Worker I	General Services	Active
5018	BELLO	JULIO	Maintenance Worker II	General Services	Active
5035	DELGADO	MANUEL	Maintenance Worker I	General Services	Active
5051	SILVA	MICHAEL	Electrician	General Services	Active
5052	LEMONS	JEROME	Maintenance Worker I	General Services	Active
5054	MOODY	TYRONE	Wharfinger	Maritime Operations & Properties	Active
5055	WAMSLEY	CHESTER	Equipment Operator	General Services	Active
5060	DECKER	MICHAEL	Maintenance Worker II	General Services	Active
5075	PEDRAZA	SANTOS	Maintenance Worker I	General Services	Active
5110	PETRIE	DALTON	Maintenance Worker I	General Services	Active
5111	MARQUEZ	ALONSO	Lighting Technician	General Services	Active
5141	SMOOT	LORA	Public Safety Dispatcher	Harbor Police Department	Active
5153	HAHN	THOMAS	Maintenance Worker II	General Services	Active
5200	GONZALEZ	GABRIEL	Gardener I	General Services	Active
5272	LOCKWOOD	RHONDA	Public Safety Dispatcher	Harbor Police Department	Active
5273	OSUNA	JORGE	Gardener I	General Services	Active
5278	CORREIA	DARREN	Wharfinger	Maritime Operations & Properties	Active
5287	RUIZ	GABRIEL	Lead Fleet Maintenance Technician	General Services	Active
5308	LINK	KYLE	Wharfinger	Maritime Operations & Properties	Active
5323	GERRITSEN	PAUL	Plumber	General Services	Active
5340	WOOTEN	ERIC	Custodian	General Services	Active
5366	RICHARD	DEREK	Traffic Enforcement Officer	Maritime Operations & Properties	Active
5367	PLANCARTE	LUIS	Wharfinger	Maritime Operations & Properties	Active
5383	SALAS	ROBERT	Maintenance Worker I	General Services	Active
5391	RINCON	HECTOR	Maintenance Worker I	General Services	Active
5398	GARDEA	JESUS	Custodian	General Services	Active
5412	FIDEL	IAN VERGEL	Wharfinger	Maritime Operations & Properties	Active
5413	WHITE	MARIO	Maintenance Planner/Inspector	General Services	Active
5439	BANKHEAD	BILLY	Gardener I	General Services	Active
5441	MARKS	DONNIE	Painter	General Services	Active
5442	GUZMAN	JAIME	Maintenance Worker I	General Services	Active

Total

52

#### **1046.5 CIVILIAN ATTIRE**

There are assignments within the Department that do not require the wearing of a uniform because recognition and authority are not essential to their function. There are also assignments in which the wearing of civilian attire is necessary.

- (a) All employees shall wear clothing that fits properly, is clean and free of stains, and not damaged or excessively worn.
- (b) All male administrative, investigative and support personnel who elect to wear civilian clothing to work shall wear button style shirts with a collar, slacks or suits that are moderate in style.
- (c) All female administrative, investigative, and support personnel who elect to wear civilian clothes to work shall wear dresses, slacks, shirts, blouses, or suits which are moderate in style.
- (d) The following items shall not be worn on duty:
  - 1. T-shirt alone
  - 2. Open toed sandals or thongs
  - 3. Swimsuit, tube tops, or halter-tops
  - 4. Spandex type pants or see-through clothing
  - 5. Distasteful printed slogans, buttons or pins
- (e) Variations from this order are allowed at the discretion of the Chief of Harbor Police or designee when the employee's assignment or current task is not conducive to the wearing of such clothing.
- (f) No item of civilian attire may be worn on duty that would adversely affect the reputation of the Port of San Diego Harbor Police Department or the morale of the employees.

## **UNIFORM REGULATION – Policy 1046**

### **Purpose and Scope**

The uniform policy of the Port of San Diego Harbor Police Department is established to ensure that uniformed officers will be readily identifiable to the public through the proper use and wearing of department uniforms. Employees should also refer to the following associated policies:

- Department Owned and Personal Property – Policy 700.1
- Body Armor – Policy 1023.1
- Personal Appearance Standards – Policy 1044.1

The Uniform and Equipment Specifications memo is maintained and periodically updated by the Chief of Harbor Police or his/her designee. That memo should be consulted regarding authorized equipment and uniform specifications.

The Port of San Diego Harbor Police Department will provide uniforms for all employees required to wear them in the manner, quantity and frequency agreed upon in the respective employee group's collective bargaining agreement.

### **Wearing and Condition of Uniform and Equipment**

CSO employees wear the uniform to be identified as the law enforcement authority in society. The uniform also serves an equally important purpose to identify the wearer as a source of assistance in an emergency, crisis or other time of need.

- a. Uniform and equipment shall be maintained in a serviceable condition and shall be ready at all times for immediate use. Uniforms shall be neat, clean, and appear professionally pressed.
- b. CSO's shall possess and maintain at all times, a serviceable uniform and the necessary equipment to perform uniformed field duty.
- c. CSO personnel shall wear only the uniform specified for their rank and assignment.

- d. Uniforms are only to be worn while on duty or at other official department functions or events.
- e. Employees are not to purchase or drink alcoholic beverages while wearing any part of the department uniform, including the uniform pants.
- f. Mirrored sunglasses will not be worn with any Department uniform.
- g. Visible jewelry, other than those items listed below, shall not be worn with the uniform unless specifically authorized by the Chief of Harbor Police or his designee.
  - 1. Wristwatch
  - 2. Wedding ring(s), class ring, or other ring of tasteful design. A maximum of one ring/set may be worn on each hand
  - 3. Medical alert bracelet

#### **CSO Class A Uniform**

- 1. Shirt: Long sleeve, Poly/Rayon in Medium Blue - Plain pockets with scalloped flaps.
- 2. Trousers: Navy Blue, Poly/Rayon/Lycra with no cargo pockets and tailored to fit.
- 3. Belt: Well-polished, black leather or Accumold synthetic leather, basket-weave full duty belt shall be worn.
- 4. Footwear: Oxford-style shoes, dress boots, or military boots, including those with cloth side panels, may be worn. All footwear must be black and be low-heeled. Footwear must be constructed of smooth leather or Corfam uppers and capable of receiving a high gloss shine. All footwear must be maintained in good repair, and have a presentable shine.
- 5. Tie: black, wool-blend, straight uniform tie with "Windsor Knot" or metal, bend-over clip-on style. At the widest point, it will be between 2-1/2 and 3-1/2 inches. Female officers may wear a "cross tie" if preferred.
- 6. Vest: The Protective Vest is optional when the Class A uniform is worn for ceremonial activities, such as funerals, etc.

**CSO Class B Uniform**

1. Shirt: Silk touch performance long sleeve polo, 100% poly, Carolina Blue
2. Shirt: Micropique Sport-Wick short sleeve polo, 100% poly, Blue Lake
3. Shirt: Short Sleeve, Poly/Rayon, Medium Blue, plain pockets with scalloped flaps.
4. Pants: Poly/Rayon/Lycra Navy Blue, six pocket pants
5. Tactical class B Patrol Duty Uniform Twill Cargo, Midnight Blue
6. V2 Tactical Pants, V2 Fabric, Teflon Shield, Poly/Cotton
7. Shorts: Side Cotton Blend Shorts, Dark Navy
8. V2 Tactical Shorts, Midnight Navy
9. Taclite pro-11 Ripstop Shorts, Dark Navy
10. Footwear: Oxford-style shoes, dress boots, military boots, lace-up with slip-resistant smooth leather and corduroy mesh fabric (all black) or solid all leather. All footwear must be black and be low-heeled. All footwear must be maintained in good repair, and have a presentable shine.
11. Jacket: Three season jacket, 100% polyester oxford with polyurethane back coating. Taffeta lining for shell jacket. 100% Nylon Ripstop, lining polyester fill.
12. Jacket: Class 3 100% polyester exclusive of reflective material – 2 in one jacket
13. Hat: (Optional): Black ball caps with the following department approved embroidery: "Port of San Diego" in white and "Harbor Police" in blue lettering with white trim on the front of the cap and the official Port Logo "Flags" centered on the back seem of the hat may be worn when working in sunny or inclement weather.
14. Undershirt: plain white, or black crew-neck style T-shirts under uniform shirts.

**Approved Brands:**

- |                  |                   |
|------------------|-------------------|
| • 5.11 Tactical  | • Propper         |
| • Flying Cross   | • Liberty Uniform |
| • Sport Tek      | • Blauer          |
| • Port Authority | • First Tactical  |

### **Cold/Foul Weather Uniform Items**

1. "Watch Caps" and Scarves: Plain black or dark navy watch caps without logos or markings may be worn. (If the Department designates an official watch cap design or logo this may also be worn.)
2. Rain Gear: CSO's shall wear department approved rain gear.

### **Uniform & Equipment Specification**

1. Duty Belt – 2 ¼ in. Bianchi AccuMold Elite Duty Belt, Basket Weave, Black (Dept. Issued)
2. Pant Belt – 1 ¾ in. Bianchi Basket Weave, Black
3. Belt Keepers – Bianchi #7906 Basket Weave, Black (Dept. Issued)
4. Flashlight Holder – Bianchi #7909 Basket Weave, Black (Dept. Issued)
5. Radio Holder – Bianchi Model 7914S Basket Weave, Black (Dept. Issued)
6. Badge – Sundbadge Model P200, Two/Tone (Siltone/Suntone), Blue Lettering with SDUPD Seal (Dept. Issued)
7. Whistle – ACME Thunderer, Chrome (Dept. Issued)
8. Name Tag – 2 ½" x 5/8" Silver with 2 Post Clasp, First Initial, Last Name.
  - 0 – 4 Years of Service, No Star
  - 5 – 9 Years of Service, 1 Star
  - 10 – 14 Years of Service, 2 Stars

### **Personal Appearance and Grooming Standards**

Community Service Officers shall present a professional appearance at all times. All CSO personnel shall comply with the following grooming standards:

- Hair - Hairstyles of all members shall be neat in appearance. Hairstyles or hair coloring that present an unprofessional image of the department are prohibited. The back of the hair may be cut in any style providing it does not extend lower than the bottom of the uniform collar.
- Sideburns - Sideburns shall not extend below the bottom of the earlobe and shall be trimmed and neat.
- Facial Hair – Mustaches shall be kept neatly trimmed and well groomed. Beards and Mustaches must be 1/16<sup>th</sup> of an inch in length.
- Fingernails – Fingernails shall not be at a length that prohibits the safe use of required equipment. Fingernail Jewelry and multicolored nails are prohibited.
- Makeup – colors should be consistent with the individual's natural complexion.