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MEMORANDUM OF UNDERSTANDING

Between the

SAN DIEGO UNIFIED PORT DISTRICT

3165 Pacific Highway

San Diego, California 92101

And

SAN DIEGO HARBOR POLICE OFFICERS ASSOCIATION

P.O. Box 81311

San Diego, California 92138

October 1, 2025 through September 30, 2028

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Table of Contents

PREAMBLE 4
ARTICLE 1 - RECOGNITION 5
ARTICLE 2 - IMPLEMENTATION 5
ARTICLE 3 - TERM 5
ARTICLE 4 - RENEGOTIATION 5
SECTION 1. SDHPOA SUCCESSOR AGREEMENT REQUEST. 5
SECTION 2. DESIGNATED REPRESENTATIVE. 6
ARTICLE 5 - GENERAL RIGHTS 6
SECTION 1. RIGHTS OF SDHPOA MEMBERS. 6
SECTION 2. PROTECTION OF MANAGEMENT RIGHTS. 6
SECTION 3. NONDISCRIMINATION. 6
SECTION 4. RIGHTS OF EMPLOYEES TO REPRESENTATION. 7
SECTION 5. CORRECT ADDRESS. 7
ARTICLE 6 - HOURS OF WORK 7
SECTION 1. WORKDAY 7
SECTION 2. WORK WEEK. 7
SECTION 3. SCHEDULED WORK SHIFT. 8
SECTION 4. SHIFT CHANGE. 8
SECTION 6. MEAL PERIODS. 8
ARTICLE 7 – OVERTIME PAY 8
ARTICLE 8 - CALL BACK 9
SECTION 1. CALL BACK DEFINED. 9
SECTION 2. PREARRANGED STAFF MEETINGS. 9
ARTICLE 9 - HOLIDAYS 9
SECTION 1. HOLIDAY DATES. 9
SECTION 2. HOLIDAY ON SUNDAY OR SATURDAY. 10
SECTION 3. ANNUAL LEAVE OR CASH IN LIEU OF HOLDAYS. 10
ARTICLE 10 - COURT TIME 12
SECTION 1. OFF DUTY COMPENSATION FOR COURT PREPARATION TIME. 12
SECTION 2. COMPENSATION FOR COURT APPEARANCE – OFF-DUTY 12
SECTION 3. COMPENSATION FOR PRIVATE VEHICLE USE-COURT APPEARANCE. 12
SECTION 4. COURT TIME PARKING. 13
ARTICLE 11 - SICK AND EMERGENCY LEAVE 13
SECTION 1. LEAVES OF ABSENCE. 13
SECTION 2. EMERGENCY LEAVE. 13
ARTICLE 12 - SPECIAL LEAVE WITHOUT PAY 14
ARTICLE 13 - BULLETIN BOARDS 14
ARTICLE 14 - GENERAL PROVISIONS 14
SECTION 1. DISCIPLINE/PROBATIONARY EMPLOYEE. 14
SECTION 2. REMOVAL OF ADVERSE REPORTS. 15
SECTION 3. PERFORMANCE EVALUATION APPEALS. 15

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

ARTICLE 15 - PROFESSIONAL DEVELOPMENT AND TRAINING PROGRAMS 15

SECTION 1. TRAINING RECOGNIZED. 15
SECTION 2. TRAINING DISTRICT MANAGEMENT PREROGATIVE 15
SECTION 3. OFFICERS SCHEDULED FOR TRAINING DAYS. 15

ARTICLE 16 - ANNUAL LEAVE FOR VACATIONS 16

SECTION 1. ACCRUAL OF ANNUAL LEAVE TIME. 16
SECTION 2. SCHEDULING OF ANNUAL LEAVE FOR VACATION PURPOSES. 17
SECTION 3. WHEN LEAVE TIME IS AVAILABLE. 20
SECTION 4. MINIMUM AMOUNT OF USABLE ANNUAL LEAVE. 20
SECTION 5. ANNUAL LEAVE CASH-OUT. 20

ARTICLE 17 - PAYROLL DEDUCTIONS FOR DUES OR OTHER DEDUCTIONS 21

SECTION 1. VOLUNTARY DUES DEDUCTIONS. 21
SECTION 2. INDEMIFICATION. 21

ARTICLE 18 - COMPENSATION AND BENEFITS. 21

SECTION 1. ESTABLISHMENT OF COMPENSATION RATES. 21
SECTION 2. OVERTIME COMPENSATION RATE. 21

A. COMPENSATORY TIME OFF. 21

SECTION 3. DIVERS' COMPENSATION. 22
SECTION 4. RETIREMENT BENEFITS. 23
SECTION 5. TUITION REIMBURSEMENT. 26
SECTION 6. HEALTH INSURANCE. 26
SECTION 7. DENTAL INSURANCE. 27
SECTION 8. LIFE INSURANCE. 27
SECTION 9. UNIFORM ALLOWANCE. 27
SECTION 10. EDUCATIONAL INCENTIVE PAY 28
SECTION 11. COMPENSATION FOR MEDICAL TREATMENT- JOB RELATED INJURIES/ILLNESS. 28
SECTION 12. DIFFERENTIALS 28
SECTION 13. EXPERIENCE COMPENSATION. 31

ARTICLE 19 - SAFETY EQUIPMENT 32

SECTION 1. SERVICE SAFETY EQUIPMENT 32
SECTION 2. DAMAGED EQUIPMENT 32

ARTICLE 20 - OFFICIAL COMPLAINT AND REBUTTAL PROCESS 35

SECTION 1. COMPLAINT AND REBUTTAL PROCESS. 35
SECTION 2. PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS. 35
SECTION 3. INVESTIGATIONS. 36

ARTICLE 21 - CONTINUATION OF WAGES, HOURS, AND FRINGE BENEFITS 36

ARTICLE 22 - DISTRICT MANAGEMENT RIGHTS 36

SECTION 1. MISSION OF DISTRICT. 36
SECTION 2. CLASSIFICATIONS. 37
SECTION 3. EMPLOYMENT/PROMOTIONAL PRACTICES/ SUPERVISORY STAFFING. 37
SECTION 4. CONSISTENCY WITH STATE EMPLOYEE RELATION LAWS. 37

ARTICLE 23 - GRIEVANCE PROCEDURE 37

SECTION 1. WHO MAY FILE. 37
SECTION 2. CHOICE OF REPRESENTATIVE. 38
SECTION 3. INTERPRETATION OR APPLICATION OF THIS MEMORANDUM. 38

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

ARTICLE 24 - PERSONNEL RULES AND REGULATIONS 38
SECTION 1. DRUG AND ALCOHOL POLICY. 38
SECTION 2. INJURY LEAVE POLICY 38
ARTICLE 25 - SEVERABILITY 39
ARTICLE 26 - LABOR MANAGEMENT COMMITTEE 39
ARTICLE 27 – LIMITED STAFFING PROGRAM 39
ARTICLE 28 – PART-TIME BACKGROUND STAFFING PROGRAM 40
ARTICLE 29 – RELEASE TIME 41

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

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P.O. Box 81311

San Diego, California 92138

October 1, 2025 through September 30, 2028

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

PREAMBLE

It is the purpose of this Memorandum of Understanding (hereinafter referred to as "Memorandum") to promote and provide for harmonious relations, cooperation, and understanding between Management and the employees covered by this Memorandum; to clarify District ordinances, rules and regulations and administrative procedures, thereby providing an orderly, peaceful, and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the entire understanding of the parties reached as a result of good faith meeting and conferring regarding the wages, hours, and other terms and conditions of employment of the employees covered by this Memorandum.

The term Salary Ordinance as used in this Memorandum refers to the most current Ordinance, approved by the Board of Port Commissioners on December 9, 2025. and any ordinances that amend or supersede it during the term of this Memorandum.

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

ARTICLE 1 - RECOGNITION

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

Ex	Harbor Police Officer
E505 – CNR03	Harbor Police Corporal
E510 – CNR03	Harbor Police Sergeant
E520 – CNR03	Harbor Police Lieutenant

ARTICLE 2 - IMPLEMENTATION

The provisions of this Memorandum represent a mutual understanding of both parties in accordance with the provisions of the Meyers-Milias-Brown Act, Government Code Section 3500 et seq. of the California Government Code. The provisions as contained in this Memorandum shall not be binding on either party until this Memorandum is approved by the Board of Port Commissioners of the District through the adoption of appropriate ordinances and/or resolutions and ratified by the SDHPOA membership. Should there be any conflicts between the terms of this Memorandum and the ordinances, rules, regulations, policies and/or procedures of the District, this Memorandum shall be controlling.

ARTICLE 3 - TERM

This term of this memorandum shall commence October 1, 2025 and shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2028.

ARTICLE 4 - RENEGOTIATION

SECTION 1. SDHPOA SUCCESSOR AGREEMENT REQUEST.

In the event that the SDHPOA or District desires to meet and confer in good faith on the provisions of a successor agreement, it shall serve upon the District or SDHPOA respectively, no later than six months prior to the expiration of the agreement, its written request to commence meeting and conferring in good faith.

No later than five months prior to the expiration of the agreement, the District and SDHPOA will commence the meet and confer process and the District will provide SDHPOA with its initial proposals for a successor agreement. SDHPOA will provide the District with its initial proposals for a successor agreement at the next meeting of the Parties which will be at least five working days (Monday-Friday) after the District provides its proposals.

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

SECTION 2. DESIGNATED REPRESENTATIVE.

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

SECTION 3. EMPLOYER-EMPLOYEE RELATIONS MEETINGS.

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

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

ARTICLE 5 - GENERAL RIGHTS

SECTION 1. RIGHTS OF SDHPOA MEMBERS.

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

SECTION 2. PROTECTION OF MANAGEMENT RIGHTS.

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

SECTION 3. NONDISCRIMINATION.

It is agreed that neither the District nor the SDHPOA shall discriminate against any Employee because of race, national origin, age, sex, sexual orientation, gender identity, religion, disability, or SDHPOA membership or lawful SDHPOA activity. It is further agreed that no Employee will be discriminated against because of exercising their rights specified in the rules and regulations of the District, rights specified in this Memorandum and rights granted by the laws of the State of California or the Constitution of the State of California or the Constitution of the State of California or the United States.

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

SECTION 4. RIGHTS OF EMPLOYEES TO REPRESENTATION.

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

SECTION 5. CORRECT ADDRESS.

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

ARTICLE 6 - HOURS OF WORK

SECTION 1. WORKDAY.

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

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

SECTION 2. WORK WEEK.

The District will use a 14-day work cycle for employees under the 7(k) exemptions contained in the Fair Labor Standards Act. The "workweek" shall be 14 days in length. The "workweek" is to be based on a 40-hour average workweek. Any employee required to work in excess of an employee's normal scheduled shift shall receive overtime compensation. For FLSA overtime, the calculation of the regular rate of pay and overtime premium shall be calculated in conformance with the FLSA as required by this agreement. If there is a change or different interpretation in tax law that impacts taxable overtime wages under the FLSA, the parties agree to meet and confer over the impacts.

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

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SECTION 3. SCHEDULED WORK SHIFT.

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

SECTION 4. SHIFT CHANGE.

a. The Chief of Harbor Police shall make the determination of Employees' assignments to each of the shifts of the Department based upon training, experience, and operational requirements of the Department.

b. Employees shall be allowed to submit preferences as to shifts based upon seniority of continued service in this Department; however, the decision of the Chief of Harbor Police as to shift assignments shall be final. For the purposes of this section, shift assignment shall refer to the hours of the day an employee is assigned to work (i.e. Day Shift, Evening Shift, Midnight Shift, etc.)

c. The Chief of Harbor Police shall make the determination of the frequency of shift changes (3 months, 4 months, etc.) and the length of time each shift assignment is in force, with the goal of minimizing the overtime caused by shift changes.

d. Details of bid for shift will be agreed to by the District and the SDHPOA. The process will be memorialized in Administrative Procedure 152-100.

SECTION 6. MEAL PERIODS.

Employees shall be entitled to a paid thirty (30) minute meal period during the work shift. Employees receive a paid meal period because they are available to respond immediately to calls for service during their meal period.

ARTICLE 7 – OVERTIME PAY

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

a. When the hours worked exceed eighty (80) in any fourteen (14) day work. Paid time off shall count as hours worked toward the basic eighty (80) hours.

b. When employees are eligible for Callback pay as defined in ARTICLE 8, in such cases Employees shall be granted a minimum of three (3) hours overtime.

c. For an employee in class E510-CNR03, E505-CNR03, E515-CNR14, or E520-CNR03, while engaged in classroom instruction not scheduled during a scheduled workday or in excess of a scheduled work shift and mandated by federal or state

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

law, and when meeting those training requirements as determined by the Executive Director to be a condition of continued employment. In the arranging of such training, the District will make every reasonable effort to schedule classroom training during the normal average work day or scheduled work shift.

ARTICLE 8 - CALL BACK

SECTION 1. CALL BACK DEFINED.

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 without prior notice to report back to duty in person 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 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, worked prior to regular work shift.

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

SECTION 2. PREARRANGED STAFF MEETINGS.

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

ARTICLE 9 - HOLIDAYS

SECTION 1. HOLIDAY DATES.

DISTRICT holidays shall include the following days:

1. Veterans' Day
2. Thanksgiving Day
3. Day after Thanksgiving Day
4. Christmas Eve
5. Christmas Day
6. New Year's Eve Day
7. New Year's Day

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

8. Martin Luther King, Jr. Day
9. Presidents' Day
10. Cesar Chavez Day
11. Memorial Day
12. Independence Day
13. Labor Day
14. Juneteenth

The District shall determine on an annual basis the precise date of each holiday.

SECTION 2. HOLIDAY ON SUNDAY OR SATURDAY.

a. Solely as regards to Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Independence Day, Veterans' 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 HOLDAYS.

a. When a designated holiday falls on an Employee's regularly scheduled day off, the Employee may elect to receive in cash, the number of shift hours the officer is normally assigned for holiday pay or the Employee may elect to accrue the same number of shift hours the officer is normally assigned for holiday pay as annual leave time, subject to sub-paragraph d. below.

b. When an Employee works on a designated holiday and works at least the number of shift hours the officer is normally assigned, the Employee may elect to receive, in cash, the number of shift hours the officer is normally assigned for holiday pay or the Employee may elect to accrue the same number of assigned shift hours as annual leave and receive pay for only the hours actually worked on such holidays, subject to sub-paragraph d. below.

c. Any Employee who is regularly scheduled to work on a District holiday but does not work because of illness shall be paid only for the holiday pay and any hours actually worked on the holiday. No compensation shall be paid for sick leave during the hours the officer is normally assigned for holiday pay.

   Employees on any alternate work schedule may choose to use any available annual leave on each District holiday to supplement the number of shift hours normally assigned for holiday pay to ensure the equivalent of 80 hours for the pay period.

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

d. For Employees who have reached the annual leave accrual maximum, the choice of cash or time off for holidays as defined in this Section 3 is restricted to cash only, until the Employee's accrual drops below the maximum.

SECTON 4. STAFFING FOR LARGE SCALE EVENTS

a. Regular Days Off
The District and the SDHPOA agree that the Chief of Harbor Police, in their discretion, can cancel all regular days off (RDO's) occurring when there is a Large-Scale Event as defined below to meet staffing needs. All Officers that have regular days off (RDO's) canceled must be notified at least 30 days prior to a Large-Scale Event.

b. Annual Leave/Vacation
The parties further agree that the Chief of Harbor Police, in their discretion, can cancel the use of annual leave when there is a Large Scale Event for any employee with a special assignment and/or collateral duty as set forth in Article 18, Section 12 - Differentials and/or Article 18, Section 3 – Divers' Compensation and/or Article 18, Section 16 – Canine Team. See also District Salary Ordinance.

Employees with a special assignment or collateral duty listed above who have had annual leave canceled when there is a Large-Scale Event, as defined below, must be assigned duties consistent with their special assignment or collateral duty. Any Employee scheduled to work when there is a Large-Scale Event on a shift other than their current assigned shift will not be required to use annual leave or flex overtime hours to achieve 80-hours for the pay period.

The District agrees that within 20 calendar days of closing "bid for vacation" the Chief of Harbor Police shall make any necessary adjustments to, and issue approval of, the vacation schedule. After the last bid is submitted the Vacation Bid Administrator shall have ten (10) calendar days to release the bid to the Command Staff to review and approve.

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

Any Employee whose vacation request for any date designated as a Large-Scale Event is denied by the Chief of Harbor Police during review of the annual vacation bid shall be permitted to select an alternative vacation bid, including another Large-Scale Event date. The Employee's alternative selection shall be based on the vacation days that would have been available to that Employee, based on seniority, at the time of his or her original vacation selection. The Employee's new selection shall not require the bumping of vacation time of any other Employee with less seniority. The selection of an alternative vacation period may include a

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different Large Scale Event time/date but remains subject to all rules and procedures outlined in this section.

Nothing in this section shall abrogate the discretion of the Chief of Harbor Police to cancel the use of annual leave when there is a Large-Scale Event based on operational need or exigency.

**Large-Scale Events are specifically defined as follows:

- July 4th
- Wonderfront
- New Years Eve
- Holiday Bowl Parade
- San Diego Comic-Con

c. Overtime Pay

Any Employee scheduled to work when there is a Large-Scale Event shall be paid twice their hourly base rate of pay for all hours worked.

SECTION 5. HOLIDAY PAY

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

ARTICLE 10 - COURT TIME

SECTION 1. OFF DUTY COMPENSATION FOR COURT PREPARATION TIME.

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

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

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

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

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

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

SECTION 4. COURT TIME PARKING.

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

ARTICLE 11 - SICK AND EMERGENCY LEAVE

SECTION 1. LEAVES OF ABSENCE.

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

SECTION 2. EMERGENCY LEAVE.

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

In interpreting this Emergency Leave definition in the San Diego Unified Port District Personnel Rules and Regulations, the District shall construe the meaning of "necessary absence from work of an Employee because of emergency illness of a member of their family". This must be substantiated in writing by a competent medical authority, if requested by the Director, Human Resources.

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

SECTION 3. FAMILY MEDICAL LEAVE.

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

SECTION 4. PAID SICK LEAVE

Effective the first full pay period after October 1, 2025, or the first full pay period when the Board approves a successor MOU in open session, whichever is later, Employees covered by this Agreement shall be entitled to forty (40) hours of sick leave per calendar year, defined as November 1 through October 31 of each year. Employees may roll over twenty (20) hours of accrued and unused sick leave each twelve (12) month period and will cease accrual after reaching the sixty (60) hour cap and will not continue to accrue sick leave until their balance falls below sixty (60) hours. Employees must be employed ninety (90) days to be eligible to use sick leave. Sick leave hours shall not carry over beyond the permitted twenty (20) hours and shall not be paid out upon termination.

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

ARTICLE 12 - 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 Chief of Harbor Police and Executive Director (or their designee) 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. 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 Chief of Harbor Police shall recommend, and the Executive Director or designee 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. Employees on approved Special Leave Without Pay, who have been approved to return to their current position, will not be considered as separated from the District, but such Employees shall accrue no annual leave while out on leave.

ARTICLE 13 - BULLETIN BOARDS

SDHPOA BULLETIN BOARDS.

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

a. SDHPOA election materials.

b. SDHPOA official business reports for the Board of Directors or committees.

c. SDHPOA news bulletins and meeting notices.

d. SDHPOA membership benefits, programs and promotional information.

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

ARTICLE 14 - GENERAL PROVISIONS

SECTION 1. DISCIPLINE/PROBATIONARY EMPLOYEE.

The District shall have the right to discipline or remove any Employee during their probationary period as established by the District's Personnel Rules and Regulations. Such discipline or removal shall not be subject to the grievance procedure, or the appeals process as provided by said Personnel Rules and Regulations.

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

SECTION 2. REMOVAL OF ADVERSE REPORTS.

Written reprimands and counseling notices placed in an Employee's personnel file shall, after one (1) year and upon the written request of the Employee, be removed from the Employee's file if there has not been any recurrence of a similar nature. If the Chief of Harbor Police or designee determines that retention of the specified record is no longer appropriate, the employee will notify Human Resources. Human Resources will seal the record, subject to opening only by:

1) court order, or

2) at the request of the Employee.

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

SECTION 3. PERFORMANCE EVALUATION APPEALS.

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

ARTICLE 15 - PROFESSIONAL DEVELOPMENT AND TRAINING PROGRAMS

SECTION 1. TRAINING RECOGNIZED.

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

SECTION 2. TRAINING DISTRICT MANAGEMENT PREROGATIVE.

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

SECTION 3. OFFICERS SCHEDULED FOR TRAINING DAYS.

a. Training sessions less than five (5) hours in duration will be considered a half day training and will be compensated for as such, while training sessions five (5) hours

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

or longer will be considered a full day of training and will be compensated accordingly. Employees scheduled for mandatory or department approved training during their regularly scheduled shift shall receive their regular pay. Training exceeding their regular shift, or occurring on a non-scheduled day, shall receive overtime.

b. Training that exceeds an Employee's regular shift shall be compensated for the actual training time and reasonable travel time, if applicable. All hours spent on travel time from the worksite to/from the training site shall be compensated. Reasonable travel time spent from home to/from a training site outside of a San Diego Unified Port District "District" facility shall be compensated.

c. Upon approval by the Chief of Police, the Employee may return to the worksite for the rest of the workday, or the Employee may choose to receive pay in the form of any accrued annual leave in order to ensure the equivalent of 80 hours for the pay period.

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

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

f. Per diem rates to reimburse employees for meals and incidental expenses incurred while on official travel, will be consistent with the rates published by the U.S. General Services Administration for San Diego County.

ARTICLE 16 - ANNUAL LEAVE FOR VACATIONS

SECTION 1. ACCRUAL OF ANNUAL LEAVE TIME.

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

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

a. One hundred forty-four (144) hours annually, cumulative to four hundred thirty-two (432) maximum hours, from the first pay period through the end of the fifth year of service.

b. One hundred eighty-four (184) hours annually, cumulative to five hundred fifty-two (552) maximum hours, beginning the sixth through tenth years of service.

c. Two hundred twenty-four (224) hours annually, cumulative to five hundred fifty-two (552) maximum hours, beginning the eleventh through fifteenth years of service.

d. Two hundred fifty-four (254) hours annually, cumulative to six hundred thirty-two (632) maximum hours, beginning the sixteenth and succeeding years of service.

SECTION 2. SCHEDULING OF ANNUAL LEAVE FOR VACATION PURPOSES.

Scheduled periods of annual leave shall be made available by the District and kept current at Harbor Police facilities, the airport, and at other necessary locations. Employees shall be entitled to take authorized annual leave in accordance with the following procedures:

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

The Standard Vacation Bid Procedures will apply as described in Section A, unless the following staffing vacancy percentages are present:

Critical Staffing Level I: 7.5% to 9.9% vacancy percentage

Critical Staffing Level II: 10% to 12.5% vacancy percentage

Critical Staffing Level III: 12.6% or higher vacancy percentage

If the vacancy percentages described above apply, the Critical Staffing Level Contingency Bid Procedures described in section B will apply in addition to the Standard Vacation Bid Procedures described in section A.

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

A. Standard Vacation Bid Procedures

1. The number of people allowed to bid for the same time is the following:
    a. Lieutenants – No more than three Lieutenants off per day

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

b. Sergeants – No more than one Sergeant per shift with the same days off. No more than two Sergeants for each end of the week. In the event that three sergeants are assigned to the same shift, two are allowed to be off at any one time.
c. Corporals and Officers – These ranks, per the MOU, are grouped together for the Vacation Bid. There are 11 total people allowed to be off at any one time.
    - 4 Officers/ Corporals from Day Shift
    - 4 Officers/ Corporals from Evening Shift
    - 3 Officers/ Corporals from Midnight Shift

2. The amount of vacation time each person is allowed to bid for is based upon years of service as follows:
    a. 0-5 years of service: 4 weeks
    b. 6-10 years of service: 5 weeks
    c. 11-15 years of service: 6 weeks
    d. 16+ years of service: 8 weeks
    e. If an employee is going to move to a higher level of vacation time by July 1st of the bid year, that Employee can bid for the corresponding higher level of vacation time. For example, an employee that has service level a. at the time of the bid, but will move to service level b. by July 1st of the bid year, that Employee will be eligible to bid for service level b.

3. There will be <u>three</u> rounds of vacation bidding as follows:
    a. **Round 1** – During this round of bidding, employees will have two options for their bid.
        - First, the employee may bid for consecutive, uninterrupted time.
            - As an example, the employee may bid for February 1-21 (3 weeks).
        - Second, the employee may bid for non-consecutive time as follows:
            - The employee may bid for two interrupted time periods within a 61-day window.
                - As an example, an employee could bid for February 1-21 (3 weeks) and March 7-13 (1 week). This bid example would count for a total of 4 weeks and would be considered this employee's first bid.
            - The first day and last day of this bid must occur within the two-month (61 calendar days) window.

        During this first round, employees may bid for any amount of time within their respective cap limit, based upon years of service.

    b. **Round 2** – During this round of bidding, an employee may only bid for consecutive, uninterrupted time.
        - Employees may bid for any remaining time within their cap limit.

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

- As an example, if the employee has a 4-week cap and has already bid for 3 weeks, they will be allowed to bid for up to 1 week in this second round.

- The total of both the first and second rounds of the bid are not allowed to exceed the employee's cap limit.

c. **Round 3** – This round of bidding will be conducted as follows:
   - The bidding order will be reversed, beginning with the employee with the fewest years of service and continuing to the employee with the most years of service.
   - Employees will be allowed to bid for up to one additional week above their respective cap limit.
   - Employees may bid for consecutive or non-consecutive time during this third round for the additional week only. Any unused time from the first two rounds of bidding must be taken consecutively.
   - This third round will continue until all employees have had a third bid or until all available vacation time has been taken, whichever comes first.

B. Critical Staffing Level Contingency Bid Procedures

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

Critical Staffing Level I: 7.5% to 9.9% vacancy percentage

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

- The bonus week (40 hours) provided during the Third Round of bidding in the Standard Bid will be reduced by twenty (20) hours.
- All other Standard Vacation Bid Procedures apply.

Critical Staffing Level II: 10% to 12.5% vacancy percentage

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

- The bonus week (40 hours) provided to all employees above their respective cap limit (provided during the Third Round of bidding in the Standard Bid) is eliminated.
- All other Standard Vacation Bid Procedures apply.

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

Critical Staffing Level III: 12.6% or higher vacancy percentage

a.	0-5 years of service:	3.5 weeks
b.	6-10 years of service:	4.5 weeks
c.	11-15 years of service:	5.5 weeks
d.	16+ years of service:	7.5 weeks

- The bonus week provided to all employees above their respective cap limit (provided during the Third Round of bidding in the Standard Bid) is eliminated.
- All other Standard Vacation Bid Procedures apply.

If the budgeted sworn positions increase by more than 5% in a calendar year, which can possibly trigger a potential move to or change in the Critical Staffing Levels, the parties agree to meet and confer regarding the move to or change in the Critical Staffing Level.

Note: The vacation bid will remain in compliance with *Article 9, Section 4: Staffing for Large Scale Events* contained within the Memorandum of Understanding between the District and the SDHPOA.

The parties will continue to discuss impacts to the vacation bid policy regarding regular days off.

SECTION 3. WHEN LEAVE TIME IS AVAILABLE.

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

SECTION 4. MINIMUM AMOUNT OF USABLE ANNUAL LEAVE.

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

SECTION 5. ANNUAL LEAVE CASH-OUT.

a. Beginning October 1, 2022, employee will be limited to cashing out leave twice per year in June and December, up to 80 hours. The election decision must be made prior to the end of the preceding year and is irrevocable. In order to be eligible to receive the designated leave cash out, the employee must have at least 120 hours of leave remaining at the time of the cash out.
b. For cash out related to pay out of leave in excess of the maximum accrual rate, refer to Administrative Procedure 128-213.

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

ARTICLE 17 - PAYROLL DEDUCTIONS FOR DUES OR OTHER DEDUCTIONS

SECTION 1. VOLUNTARY DUES DEDUCTIONS.

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

SECTION 2. INDEMIFICATION.

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

ARTICLE 18 - COMPENSATION AND BENEFITS

SECTION 1. ESTABLISHMENT OF COMPENSATION RATES.

The salary structure providing base rates of pay will be provided in the Salary Ordinance Exhibit C. During the term of this agreement, the salary table will be increased to be reflected in the Salary Ordinance as follows:

a. Effective the first full pay period after October 1, 2025, or the first full pay period when the Board approves a successor MOU in open session, whichever is later 7.0%
b. October 1, 2026 5.0%
c. October 1, 2027 5.0%

On October 1, 2026, a new salary structure will be implemented that eliminates the bottom three steps for each classification, not including longevity pay. The percentage between each step is three percent (3%). Any employee who was currently on one of the first three (3) steps that were eliminated on October 1, 2026, will be placed on the new first step for their classification. The SDHPOA recognizes that Employees assigned as Harbor Police Academy Trainee shall be paid at a rate of ten percent (10%) below Step 1 on the range for that Class until the completion of required training.

SECTION 2. OVERTIME COMPENSATION RATE.

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

a. Compensatory Time Off

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

Effective October 1, 2023, overtime compensation shall be payable to Employees in cash or in compensatory time off, at the election of the Employee. Determination of pay or compensatory time off for overtime shall be made by an Employee at the conclusion of the overtime worked but no later than the end of the pay period. The District reserves the right to pay cash rather than compensatory time to an Employee for overtime worked. Effective the first full pay period after October 1, 2025, or the first full pay period when the Board approves a successor MOU in open session, whatever is later, Employees are allowed a maximum bank of eighty (80) hours of compensatory time off. Any compensatory time off remaining in an Employee's bank will not be carried over to the following year and will be paid in cash.

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

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

If the granting of compensatory time off for Employees of non-patrol assignments would cause staffing to fall below the staffing standards established for the unit and/or detail, the Department may choose to deny the request, offer overtime to qualified Employees to fill the vacancy, or operate below staffing standards.

SECTION 3. DIVERS' COMPENSATION.

a. Any Employee in classes E510 (Harbor Police Sergeant), E515 (Harbor Police Officer), or E505 (Harbor Police Corporal) shall be paid at a rate approximately five percent (5%) higher than the employee's base rate of pay for said class when regularly assigned to the Harbor Police dive team. For employees at the rank of Lieutenant, divers' pay shall only apply for hours worked supervising, managing, or commanding diving operations.

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

b. Divers on light or modified duty for more than one hundred sixty (160) hours shall stop receiving dive pay and must be cleared for full duty by a District physician prior to reinstatement of dive pay, with the exception of Employees who have dive operations-related injuries which are defined as:

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

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

SECTION 4. RETIREMENT BENEFITS.

a. The District shall make a contribution into the retirement system in an amount of up to eight-point eight percent (8.8%) of each Employee's gross wage covered by this Memorandum as prescribed for the Salary Ordinance through the term of this Memorandum.

b. For retirements effective on or after January 1, 2002, the following changes in percentages per year of service at different ages will form the basis for the calculation of retirement benefits. The percent of Final Compensation (highest one year salary) at the specified ages is increased from the current levels to those shown for all retirements of Employees as of the effective date. All past and prospective costs for the following changes shall be borne by the District.

Age	Present Factors	January 1, 2002 Factors
50	3.0%	2.50%
51	3.0%	2.54%
52	3.0%	2.58%
53	3.0%	2.62%
54	3.0%	2.66%
55+	3.0%	2.70%

c. Effective January 1, 2002, a retirement allowance cap of 90% of Final Compensation (Cap) is established. Any Employee, whose unmodified retirement allowance would have exceeded the Cap on January 1, 2002, will be allowed to remain under the current formula with no Cap; any Employee not exceeding the Cap on January 1, 2002 shall not be eligible to accrue benefits in excess of the Cap.

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

d. Employees hired on or after October 1, 2005 are not eligible for the following retirement plan provisions: Deferred Retirement Option Plan (DROP); Purchase of Service, except those purchases guaranteed by state and federal law, and the supplemental benefit “thirteenth check”.

e. Beginning October 1, 2006 new hires will have the following retirement plan change: service years required for retiree health insurance eligibility will increase from five (5) to ten (10) years.

f. The retirement formula for Employees hired on or after January 1, 2010, will be “3% at 55”, with an Employee Option to Retire and Begin Collecting Benefits upon completion of 30-years of District service, whether or not having reached 55.

g. Effective January 1, 2010, all Employee “Final Compensation” will be based on an average of the “Last Three Years of Salary” instead of the “Highest One-Year Salary”.

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

h. The retirement formula for Employees hired on or after January 1, 2013, will be their choice of the following options:
    - 2.0% at age 50
    - 2.1% at age 51
    - 2.2% at age 52
    - 2.3% at age 53
    - 2.4% at age 54
    - 2.5% at age 55
    - 2.6% at age 56
    - 2.7% at age 57 and above

i. Employees hired on or after January 1, 2013, are subject to the provisions of the Public Employees’ Pension Reform Act (PEPRA). Those Employees who are considered “new members” under PEPRA will be required to pay 50% of the normal cost of the defined benefit. The term new member refers to:

    - An individual who has never been a member of any public retirement system prior to January 1, 2013; or

    - If a member of any other public retirement system prior to January 1, 2013, not subject to reciprocity; or

    - An individual who moved between retirement systems or between public employers within a retirement system after more than a six (6) month break in service.

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

j. Those Employees hired on or after January 1, 2013 who are also new members will not be eligible to participate in Section 4 (a) of the Salary Ordinance. Under PEPRA, the District is precluded from paying any Employee contribution (also called “pick-up” or “offset”) for new members.

k. Pensionable compensation is defined as the normal monthly rate of pay or base pay of the Employee paid in cash to similarly situated members of the same group or class of employment for services rendered on a full-time basis during normal working hours (Article 6), pursuant to publicly available pay schedules. Specifically excluded from the definition are the following:

- Any compensation determined to have been paid to increase an Employee’s retirement benefit.
- Compensation previously provided in kind by the employer or paid to a third party for the benefit of an Employee and was converted to cash.
- Any one time or ad hoc payments.
- Severance.
- Payments for unused annual leave.
- Payments for additional services rendered outside of normal working hours.
- Any employer-provided allowance, reimbursement or payment including but not limited to housing, vehicle or uniforms.
- Payments for overtime.
- Employer contributions to deferred compensation or defined contribution plans.
- Bonuses.
- Any other compensation the retirement board determines is inconsistent with the law.
- Any other compensation the retirement board determines should not be pensionable.

l. Effective October 1, 2013, holiday pay for PEPRA Employees shall be non-pensionable.

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

- The Employee is a victim of a violent attack involving the use of deadly force,
- The attack occurs on or after January 1, 2020,
- The attack occurs while the Employee is performing their duties as a police officer employed by District,
- The attack causes the Employee great bodily harm,
- The attack causes the Employee to suffer a nervous or mental disorder, and

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

- The SDCERS Retirement Board determines, based upon the medical evidence, that the Employee has become psychologically or mentally incapable of performing his or her normal and customary duties, as a result of the attack.

SECTION 5. TUITION REIMBURSEMENT.

The District agrees to provide additional growth opportunities for Employees through a tuition reimbursement refund program. The maximum dollar amount of tuition reimbursement shall not exceed Two Thousand dollars ($2000) per year subject to the provisions of any applicable District administrative policy or standard operating procedure. Such refunded courses must have prior written approval of the Director of Human Resources or designee. Course work shall be done during off-duty hours.

SECTION 6. HEALTH INSURANCE.

a. The District will provide HMO and PPO medical plans, dental plans, and a vision plan (collectively, "Insurance Plans"). The District agrees to pay the entire costs of the HMO medical premium for eligible Employees, their spouses, domestic partners, and dependent children under the age of twenty-six (26). The District will pay the entire costs of dental and vision premiums for eligible Employees, their spouses, domestic partners and dependent children under the age of twenty-six (26). Employees who elect the PPO medical plan will pay the difference between the HMO and the PPO premiums. The District will not change the current healthcare plan providers without providing prior notice to the SDHPOA.

b. The SDHPOA agrees to send at least one representative to attend and participate on the Health Benefits Committee (Committee). The work of the Committee shall not be considered a meet and confer re-opener and the meetings shall not be considered meet and confer sessions as that term is defined or otherwise used in Government Code §3500 et seq. Rather, the scope of the Committee's duty shall consist of a mutual exploration by the parties of available alternative health benefit plans. The Committee is authorized to make recommendations to District representatives regarding the nature of health care providers that are or may be utilized by the District. However, the recommendations of the Committee are advisory only and shall have no binding impact upon the District. The frequency, time and location of the Committee meetings shall be as determined by the Committee members.

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

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

d. The District agrees to provide a quarterly experience rating for the District medical plans for all covered Employees represented by the SDHPOA and their covered dependents.
e. Eligible employees are defined as full-time employees scheduled to work at least thirty (30) hours per week.

SECTION 7. DENTAL INSURANCE.

The District shall pay the entire employee premium cost for any District authorized dental plan.

SECTION 8. LIFE INSURANCE.

Effective January 1, 2020, the District agrees to pay the premium on the District sponsored Fifty Thousand Dollar ($50,000) term life insurance program as set forth in the Salary Ordinance for all Employees represented by SDHPOA and to make supplemental coverage available at the Employee's cost. Such supplemental coverage will be in accordance with all laws governing such programs and in keeping with the District's current supplemental life insurance program.

SECTION 9. UNIFORM ALLOWANCE.

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

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

a. For new Employees who are subject to certain Harbor Police training as determined by the Executive Director, fifty percent (50%) of the allowance shall be paid within the first thirty (30) days after hire, and the remaining fifty percent (50%) paid upon successful completion of the training.

b. For new and rehired Employees who are considered by the Executive Director to be lateral entries and not subject to the Harbor Police training requirements referenced above, the allowance shall be paid in full within the first thirty (30) days after the Employee's hire date or rehire date.

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

SECTION 10. EDUCATIONAL INCENTIVE PAY.

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

b. Effective the first full pay period after October 1, 2025, or the first full pay period when the Board approves a successor MOU in open session, whichever is later, Educational Incentive Pay shall be:

    1. Five percent (5%) of base pay for any Employee holding an Intermediate P.O.S.T. Certificate.

    2. Seven percent (7%) of base pay for any Employee holding an Advanced P.O.S.T Certificate.

c. Effective October 1, 2026, the Educational Incentive Pay shall be eight percent (8%) of base pay for any Employee holding Advanced P.O.S.T. Certificate.

d. Effective October 1, 2027, the Educational Incentive Pay shall be nine percent (9%) of base pay for any Employee holding Advanced P.O.S.T Certificate.

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

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

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

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

SECTION 12. DIFFERENTIALS.

Effective the first full pay period after October 1, 2025, or the first full pay period when the Board approves a successor MOU in open session, whichever is later, a Field Training Officer (FTO) differential of 10% of base pay rate will be paid to any Employee performing the duties of FTO when assigned as the FTO working with a Harbor Police Trainee. The FTO differential shall not be paid for any paid time off.

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

Effective the first full pay period after October 1, 2025, or the first full pay period when the Board approves a successor MOU in open session, whichever is later, time spent by any Employee performing the following duties shall receive a differential of four percent (4%) on hours worked. These differentials shall not be paid for any paid time off.

Special Assignment:

- Academy Training Officer
- Bay Control Officer
- Community Policing Sergeant
- Fire Training Coordinator
- Homeland Security Officer
- Homeland Security Sergeant
- Homeless Outreach Officer
- Investigations
- Investigations Sergeant
- Recruiting Officer
- Task Force Officer
- Training Coordinator
- Training Sergeant

Effective the first full pay period of October 1, 2025, or the first full pay period when the Board approves a successor MOU in open session, whichever is later any Employee performing the following duties shall receive a differential of four percent (4%) on their base rate of pay for actual hours worked performing those duties.

Collateral Duties

- Vehicle Accident Reconstructionist
- Vessel Accident Investigator
- Patrol Vessel Collision Sergeant
- Patrol Traffic Team Sergeant
- Human Trafficking Liaison Officer
- Drone Team
- Patrol Bicycle Officer
- Patrol FTO Coordinator
- Boat Operator (Effective October 1, 2026)

Effective the first full pay period after October 1, 2025 or the first full pay period when the Board approves a successor MOU in open session, whichever is later, time spent, as approved by a supervisor, by any Employee teaching, training, or preparing to teach or train Defensive Tactics (DeTac), Emergency Vehicle Operations Course (EVOC), Fire Training, First Aid/CPR Instructor, First Responder Operations Hazardous Materials

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

Training (FRO), Maritime Law Enforcement Training Center (MLETC), Taser Instructor, Vessel Instructor, or Weapons Training Unit (WTU) shall receive a differential of four percent (4%) on base rate of pay. Sworn members who are assisting with the instruction of the onboarding academy with prior approval from any Training Unit Supervisor shall receive a differential of four percent (4%) base rate of pay for actual hours spent assisting with the onboarding academy. These differentials shall not be paid for any paid time off.

Effective the first pay period after October 1, 2025, or the first full pay period when the Board approves a successor MOU in open session, whichever is later any Employee assigned the duties of Maritime Tactical (MarTac) Team shall receive a differential of four percent (4%) base rate of pay.

For employees at the ranks of Officer, Corporal and Sergeant, MarTac pay shall be prescribed as in the Agreement above. For employees at the rank of Lieutenant, MarTac pay shall only apply for hours worked supervising, managing or commanding MarTac operations.

Effective the first full pay period after October 1, 2025, or the first full pay period when the Board approves a successor MOU in open session, whichever is later any Employee assigned to the Traffic Team shall receive a differential of four percent (4%) base rate of pay.

For Employees at the ranks of Officer, Corporal and Sergeant, Traffic Team pay shall be prescribed as in the agreement above. For employees at the rank of Lieutenant, Traffic Team pay shall only apply for hours worked supervising, managing, or commanding the Traffic Team.

Effective the first full pay period after October 1, 2025 or the first full pay period when the Board approves a successor MOU in open session, whichever is later, a shift differential of three and a half percent (3.5%) base rate of pay shall be provided to those employees who are assigned to a shift where at least 50% of said shift hours occur between the hours of 1800 and 0800. An assigned shift is one where for at least thirty (30) consecutive calendar days, the employee is required to work the same schedule.

A shift differential of five and three-tenths (5.3%) percent base rate of pay shall be provided to those employees who are assigned to a shift where at least 50% of said shift hours are after 2300 hours. An assigned shift is one where, for at least thirty (30) consecutive calendar days, the employee is required to work the same schedule.

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

Effective January 1, 2009 under special circumstances the Chief of Harbor Police may recommend and the Executive Director or designee, may approve, an Employee, who has been placed on an administrative leave or is required to change shifts for the District's

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

benefit which deprives the Employee of their normal differentials, may continue to receive any differentials she/he was receiving prior to the administrative leave or change of shift.

SECTION 13. EXPERIENCE COMPENSATION.

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

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

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

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

Per this section, “active service” shall mean full-time service as a Harbor Police Officer, uninterrupted by separation and includes actual time worked, leaves of absence with pay, military leave without pay, and FMLA leave. Employees on approved Special Leave Without Pay, who have been approved to return to their current position, will not be considered as separated from the District, but such Employees shall accrue no annual leave while out on leave.

SECTION 14. SHORT TERM DISABILITY

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

SECTION 15. WATCH COMMANDER

Full-time employees in class E510 (Harbor Police Sergeant) when assigned as the responsible lead person for an entire evening, night, weekend or holiday shift, whenever a supervisory class is not on said shift, shall be paid at a rate of approximately seven and a half (7.5%) percent higher than the employee’s base rate of pay. Employees receiving a lead differential under the provisions of this section shall not receive the differential for any paid time off or for time worked while light or modified duty.

SECTION 16. CANINE TEAM

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

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

The Department will modify it's policy #318.5.4, K-9 Handler Compensation to release K-9 officers from duty thirty (30) minutes early each workday and will be provided thirty (30) minutes of overtime each day when they are not on duty for the care and feeding of their dog.

ARTICLE 19 - SAFETY EQUIPMENT

SECTION 1. SERVICE SAFETY EQUIPMENT.

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

SECTION 2. DAMAGED EQUIPMENT.

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

a. The Employee shall turn over the damaged uniform or required equipment, which shall become the property of the District;

b. The employee shall provide satisfactory evidence 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.

c. Absent prior approval from any Lieutenant or above, any personal equipment that is not specifically listed in Exhibit B below, shall not be eligible for reimbursement if damaged during the course of duty.

Exhibit B

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

Group A
Identification Items

- Harbor Police Uniform Badge
- Harbor Police Flat Badge

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

- Identification Card
- Airport ID/Access Card

Standard Duty Gear

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

Safety Equipment

- Protective Vest
- Department Issued Handgun with three (3) magazines (if applicable)
- Riot Helmet
- QC Spray
- PR-24 Baton
- ASP 26” Expandable Baton
- Taser with Holster, spare cartridge
- Firefighting Gear Ensemble
- Ball Cap
- Chemical Suit Ensemble, including Gas Mask (if applicable)
- Foul Weather Rain Gear
- Personal Flotation Device Technology/Communication Items
- 800 MHz Police Radio
- Radio Shoulder Microphone
- Radio Earpiece/Headset
- Digital Voice Recorder (if applicable)
- Rad/Nuc Detector (if applicable)
- Cell Phone/Smart Phone Optional – Fair Market Value

Special Team Gear

- Set of Rio Gear/Pads
- Dive Equipment Ensemble

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

- Bicycle Helmet
- “Take Home” Vehicle
- Laptop/Toughbook
- MarTAC/SWAT Equipment

New Recruit Items

- Black plastic whistle*
- Latex gloves
- Sunscreen
- Isagel Hand Sanitizer
- Firearms eye protection
- Radio Code Sheet
- Current California Vehicle Code
- Current California Penal Code
- California Vehicle Qwik Code
- California Pena Qwik Code
- California Boating Law Book
- Dickies Shirts*
- Dickies Pants*
- Black basketweave belt
- Nameplate, gold color*
- Mouth Guard
- Running Shoes*
- Gym Bag
- Wrestling shoes*
- Basketweave Duty Belt
- Basketweave Handcuff Case
- Basketweave Holster
- Basketweave PR-24 Holder
- Basketweave Flashlight Holder
- Basketweave Pepper Spray Holder
- Basketweave Magazine Pouch
- Basketweave Key Holder
- Basketweave Radio Holder
- Basketweave Keepers
- Universal ASP Holder
- 26” ASP expandable baton
- PR-24 Baton
- Flashlight
- Handcuffs
- Pepper Spray
- Protective Vest (temporary)
- Handgun Vehicle Sage
- Blue Training Gun

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

- Blue Training Taser
- Electronic Hearing Protection
- Skull Cap

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

Group B

- Uniform Shirts (long and short sleeves)
- Uniform trousers
- Uniform jacket (dress)
- Uniform jacket (work)
- Uniform shoes (including repairs)
- Uniform shoes (boat)
- Uniform necktie
- Uniform gloves (dress white)
- Uniform gloves (leather work)
- Uniform whistle and cover
- Uniform alterations
- Rank Insignia
- Work knife and holder
- Trouser belt
- Wallet, badge holder (provided unless a special one is needed)
- Gun-cleaning kit(s)
- Small map light
- Cite book holder
- Holster for desk duty
- Officer's equipment transporter
- Sunglasses – fair market value up to $500
- Glasses – fair market value up to $500
- Dry cleaning of uniforms
- Additional flashlights
- Uniform name tags
- Watches – fair market value – up to $500

ARTICLE 20 - OFFICIAL COMPLAINT AND REBUTTAL PROCESS

SECTION 1. COMPLAINT AND REBUTTAL PROCESS.

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

SECTION 2. PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS.

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

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

SECTION 3. INVESTIGATIONS.

a. Any Employee under investigation shall normally receive three (3) days notice prior to an interrogation except where the Chief of Harbor Police determines that the integrity of the investigation or exigent circumstances requires a shorter notice. At the time an Employee is advised that an interrogation is planned the Employee will be advised of the subject of the interrogation and shall be given the opportunity to review any written complaint that gave rise to the investigation, unless the Chief of Harbor Police determines that providing such opportunity would adversely affect the integrity of the investigation.

b. The actual scheduling of the interrogation will be subject to the reasonable accommodation of the schedules of the subject employee and their representative.

c. Whenever an Employee has discharged their weapon such that the watch commander contacts investigative personnel and management staff, then the watch commander shall also arrange for contacting the SDHPOA as reasonably soon as circumstances allow. The SDHPOA shall provide the name and phone number of the person it wants to have contacted under such circumstances.

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

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

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

ARTICLE 22 - DISTRICT MANAGEMENT RIGHTS

SECTION 1. MISSION OF DISTRICT.

It is the exclusive right of the District to determine the mission of each of its constituent departments, divisions, boards and commissioners, set standards of services to be offered, and exercise control and discretion over its organization and operation. It is also the exclusive right of the District to direct its Employees, take disciplinary action for proper

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

cause, relieve its Employees from duty because of lack of work or for other legitimate reasons and determine the methods, means and personnel by which the District's operations are to be conducted.

SECTION 2. CLASSIFICATIONS.

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

SECTION 3. EMPLOYMENT/PROMOTIONAL PRACTICES/ SUPERVISORY STAFFING.

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

Following the announcement of the promotional process results, two members of the hiring committee, including one as the subject matter expert, shall upon request, conduct a debriefing with each candidate. The candidate shall receive their scores on each segment of the promotional process and receive feedback.

Upon promotion, employees will receive an increase of five percent (5%) in base salary or the bottom range in the higher classification, whichever is greater.

SECTION 4. CONSISTENCY WITH STATE EMPLOYEE RELATION LAWS.

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

ARTICLE 23 - GRIEVANCE PROCEDURE

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

SECTION 1. WHO MAY FILE.

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

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

from filing a grievance under the provisions as outlined in Administrative Procedure 128-260.

SECTION 2. CHOICE OF REPRESENTATIVE.

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

SECTION 3. INTERPRETATION OR APPLICATION OF THIS MEMORANDUM.

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

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

ARTICLE 24 - PERSONNEL RULES AND REGULATIONS

SECTION 1. DRUG AND ALCOHOL POLICY.

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

SECTION 2. INJURY LEAVE POLICY.

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

SECTON 3. REOPENER FOR PERSONNEL RULES AND REGULATIONS.

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

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

ARTICLE 25 - SEVERABILITY

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

ARTICLE 26 - LABOR MANAGEMENT COMMITTEE

The Labor Management Committee (LMC) will be comprised of representatives of both the District and the SDHPOA. The LMC will meet on a regularly recurring basis and/or at the request of either party. The purpose of the LMC shall be to address ongoing real or potential disputes and other matters of interest and concern to the parties. Absent agreement of the parties, no changes in terms and conditions of employment shall be effectuated as a result of LMC meetings.

ARTICLE 27 – LIMITED STAFFING PROGRAM

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

a. Up to six (6) limited Harbor Police officers may be hired under the limited staffing program.
b. Once a permanent position becomes open, the limited Harbor Police officers in this program would be promoted into those positions in order of seniority. Seniority will be determined by start date, and then by Employee number (lowest to highest).
c. If Harbor Police officers filling limited positions are promoted to permanent positions during this program, management has the discretion to fill the vacant limited positions. Subject to the foregoing, the District agrees to have no more than six (6) limited Harbor Police officer positions at any one time.
d. Limited Employees hired under this program who are discharged within the first eighteen (18) months as Trainees (non-sworn, entry level candidates who are enrolled in and attending a Peace Officer Standards and Training (P.O.S.T.) training academy), or 12 months as Laterals (candidates who have a valid California Basic Peace Officer Standards and Training (P.O.S.T.) Certificate), for unsatisfactory performance or conduct as determined by the Chief of Harbor Police will be “non-retained.”
e. In the event of a “for cause” action, all of the provisions of the Public Safety Officers Procedural Bill of Rights Act (*Government Code* Section 3300, et seq.) would apply to the limited Harbor Police officers hired pursuant to the provisions of this pilot program after they have completed probation,

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

as set forth in the San Diego Unified Port District Personnel Rules and Regulations, Rule 14 – Resignation, Removals, Demotion, Reduction in Pay, Layoff, Section(s) 1 through 11.

f. A "not for cause action" (i.e. such as budget) would be governed by Rule 14, Section 13 – Layoff.
g. If any Harbor Police officer hired as a limited under this program, and who has not yet completed probation is dismissed based upon allegations that would make future employment as a peace officer unlikely, the Harbor Police officer will be entitled to a liberty interest hearing with a member of the District's Executive Leadership Group. The member's decision shall be final.
h. For limited Harbor Police officers hired under this program as Trainees, any and all time served on probation after graduation while in a limited status shall count towards a Harbor Police officer's permanent probation. For limited Harbor Police officers hired as Laterals, any and all time served on probation while in a limited status shall count towards a Harbor Police officer's permanent probation.
i. Any limited Harbor Police officers hired under this program who elect to join the SDHPOA shall be treated as though they are members of the SDHPOA, and their dues collected through payroll deduction in the same manner as the existing practice set forth in this Memorandum between the District and SDHPOA.
j. Limited Harbor Police officers hired under this program shall be entitled to Unclassified Leave. Unclassified Leave is defined as a benefit constituted of forty (40) hours of paid leave per year, pro-rated for the remainder of the calendar year at the time of hire, with said leave to be used or lost by December 31 of each calendar year. Any unused portion of Unclassified Leave will be lost effective with the Harbor Police officer's move to a classified position. Harbor Police officers who are terminated or separated from employment as a Harbor Police officer prior to placement in a permanent position shall be compensated for any unused Unclassified Leave remaining at the time of termination or separation.
k. The District and the SDHPOA mutually agree that any of the provisions regarding the program herein shall not be used to establish a past practice by either party.

ARTICLE 28 – PART-TIME BACKGROUND STAFFING PROGRAM

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

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

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

ARTICLE 29 – RELEASE TIME

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

Docusign Envelope ID: 16961DF8-D5ED-411B-B994-A43ED4B144D6

FOR THE DISTRICT:

1/8/2026	Scott Chadwick Date
1/9/2026	Lisa Sorce Date
1/22/2026	Elsa Juarez Date
1/7/2026	Eric Lawrence Date
1/26/2026	Scott Laing Date
1/7/2026	Jeffrey Geary Date
1/12/2026	Jonathan George Date
1/7/2026	Rebecca Harrington Date

FOR THE SAN DIEGO HARBOR POLICE OFFICERS ASSOCIATION:

1/6/2026	Michael Saiz Date
1/28/2026	Matt Oakley Date
1/23/2026	Aldo Gutierrez Date
1/22/2026	Corey Towne Date
1/25/2026	Andre Fife Date
1/7/2026	Dan Giese Date
1/20/2026	Cole Magro Date
1/8/2026	Aldo Gutierrez