



Memorandum of Understanding

between

**The Service Employees
International Union
Local 620**

and

Port San Luis Harbor District

July 1, ~~2018-2021~~ to June 30, ~~2021~~2023

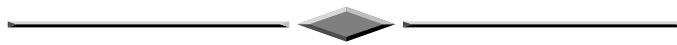


TABLE OF CONTENTS

SEIU MEMORANDUM OF UNDERSTANDING ~~2018-2021~~2021-2023

1.0	PARTIES TO AGREEMENT:	1
2.0	EMPLOYEE RIGHTS:	1
3.0	REQUIREMENTS OF UNION:	1
4.0	EXEMPT EMPLOYEES:	<u>22</u>
5.0	UNION STEWARDS AND REPRESENTATIVES:	<u>22</u>
6.0	UNION RIGHTS:	<u>33</u>
7.0	MANAGEMENT'S AUTHORITY:	<u>44</u>
8.0	NON-DISCRIMINATION:	<u>44</u>
9.0	DUES DEDUCTION:	<u>44</u>
10.0	JURY DUTY:	<u>55</u>
11.0	COST OF LIVING ADJUSTMENT:	<u>55</u>
12.0	EQUITY ADJUSTMENTS	<u>56</u>
13.0	PENSION CONTRIBUTION:	<u>56</u>
14.0	HOURS OF WORK, OVERTIME AND SCHEDULING	<u>66</u>
15.0	CALL BACK PAY:	<u>88</u>
16.0	STANDBY PAY:	<u>89</u>
17.0	MEAL PERIOD:	<u>99</u>
18.0	TRAVEL ALLOWANCES:	<u>99</u>
19.0	TYPES OF EMPLOYMENT:	<u>99</u>
20.0	CLASSIFICATION CHANGE:	<u>1114</u>

21.0	THE SALARY STEP PLAN:	<u>1212</u>
22.0	HEALTH & WELFARE BENEFITS:	<u>1515</u>
23.0	DEFERRED COMPENSATION PLAN:	<u>1616</u>
24.0	HOLIDAYS:	<u>171716</u>
25.0	VACATION LEAVE ACCRUAL:	<u>181817</u>
26.0	VACATION LEAVE USE:	<u>191918</u>
27.0	MAXIMUM ACCRUED VACATION LEAVE:	<u>1919</u>
28.0	SICK LEAVE ACCRUAL	<u>202019</u>
29.0	SICK LEAVE USE:	<u>212120</u>
30.0	LEAVE OF ABSENCE:	<u>232322</u>
31.0	OTHER PAID LEAVE OF ABSENCE:	<u>252524</u>
32.0	BEREAVEMENT LEAVE:	<u>262625</u>
33.0	MILITARY LEAVE:	<u>262625</u>
34.0	MATERNITY LEAVE:	<u>262625</u>
36.0	TUITION REFUND PLAN:	<u>262625</u>
37.0	EDUCATIONAL INCENTIVE PLAN:	<u>272726</u>
38.0	UNIFORMS AND PROTECTIVE CLOTHING:	<u>272726</u>
39.0	HEALTH AND SAFETY:	<u>282827</u>
40.0	OUT-OF-CLASS ASSIGNMENT:	<u>282827</u>
41.0	VOLUNTARY TERMINATION:	<u>292928</u>
42.0	INVOLUNTARY TERMINATION:	<u>292928</u>
43.0	LAYOFFS:	<u>292928</u>

44.0	DISCIPLINARY PROCESS:	<u>313130</u>
45.0	PERSONNEL FILES:	<u>353534</u>
46.0	GRIEVANCE PROCEDURES:	<u>353534</u>
47.0	MINIMUM WORK WEEK:	<u>373736</u>
48.0	TERM OF AGREEMENT:	<u>373736</u>
49.0	NO STRIKE CLAUSE:	<u>373736</u>
50.0	COST REDUCTION PROGRAMS:	<u>373736</u>
51.0	AUTHORIZED AGENTS:	<u>373736</u>

MEMORANDUM OF UNDERSTANDING

1.0 PARTIES TO AGREEMENT:

This Agreement is made and entered into this July 1, ~~2018-2021~~ by and between the PORT SAN LUIS HARBOR DISTRICT BOARD OF COMMISSIONERS, hereinafter referred to as "District" and the Port San Luis Harbor District Employees Unit of the Service Employees International Union, AFL CIO, Local 620 to be referred to as the "Union," hereinafter. The bargaining unit includes all regular and part-time employees of the District, except those designated as exempt in Paragraph 4.0 of this document.

This Memorandum of Understanding incorporates those provisions of the Personnel Policy Manual currently in effect. The District reserves the right to add benefits and other items to the Personnel Policy Manual so long as they improve or increase benefits, protections, and clarifications, and do not detract from or decrease the statements of this Memorandum of Understanding. As deemed necessary by the Board of Harbor Commissioners, the Personnel Policy Manual may be revised by insertions of dated revision pages. Revisions to the Personnel Policy Manual, which affect the terms or conditions of this Agreement will be accomplished by the District and Union approving an addendum to the Memorandum of Understanding.

2.0 EMPLOYEE RIGHTS:

Employees of the District shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to, wages, hours and other terms and conditions of employment. Employees of the District also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the District. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

3.0 REQUIREMENTS OF UNION:

- A. The District and the Union agree that not more than one Union staff representative shall be given reasonable access to working locations during normal hours of work to conduct grievance investigations and observe working conditions. A Union staff representative is defined as a paid full-time or part-time employee of the Union.
- B. The Union shall advise the Harbor Manager at least twenty-four (24) hours in advance of any meetings the Union wishes to hold with the District's employees on District property, (other than individuals, with the shop steward or representative, for the purpose of a grievance review or consultation), and shall notify the Harbor Management of the presence of a Union staff representative on District property at the time the representative first enters District property. Union meetings with employees shall be allowed in or on District facilities, if there is no impact to the normal course of business. "All hands" meetings with the Union Representative shall be on the employee's own time and not paid for by the District. Union representatives will not enter any restricted or hazardous work area of the District without the Harbor

Manager's prior approval and the Union representatives will observe and obey all safety measures or other restrictions, which apply on District property. Union representatives will provide their own hard hats or other safety equipment, which meets District's standards, at Union expense. The Union shall not interfere with or disrupt any operations of the District, District Employees or Commissioners, advisors to the District, District contractors, lessees, guests, and/or any other persons or equipment involved with District operations, programs or plans.

4.0 EXEMPT EMPLOYEES:

Exempt employees will not be represented by the Union in any matter covered by this Agreement. Only the Board of Harbor Commissioners has the right to determine what positions are exempt from this agreement and the following are declared to be exempt: Harbor Manager, Facilities Manager, Business Manager, Chief Harbor Patrol Officer, all represented members of the Harbor Patrol Officers Association, temporary, contract, seasonal, and Intern employees.

5.0 UNION STEWARDS AND REPRESENTATIVES:

5.1 UNION STEWARDS:

- A. The Union may designate a steward or stewards to represent employees in actual processing of grievances as stated in Section 49.0 (Grievance Procedures).
- B. One Authorized Union representative, as defined in this Agreement, shall be given access to work locations during working hours to conduct grievance investigations and observe working conditions. Union shall request approval of the Harbor Manager twenty-four (24) hours prior to the intended visit and a management representative may accompany the Union staff member on the visit. A Union staff representative is defined as a paid full-time or part-time employee of the Union.
- C. There shall be no more than one Union Steward per department. In any discussions with the Union, the District may require that only one Union steward speak as a representative of the Union. There shall be no stewards in departments of less than five (5) employees; however, departments with less than five (5) employees may be represented in Union matters by a steward from a department of five (5) or more employees.
- D. The Union shall furnish the District Business Manager with a written list identifying by name and department all regular and alternate stewards. The Union shall be responsible for keeping the District furnished with the current list.
- E. The Union may designate one of the stewards provided in "A" above as the Chief Steward.
 - 1. The Chief Steward shall have the same authority provided by this article to stewards.

2. The Chief Steward shall be entitled, in addition to the regular steward or alternate, to participate in the investigation and processing of a grievance without loss of compensation or benefits. The Union agrees that the Chief Steward will perform these duties as expeditiously as possible. When addressing District management, only one Union representative shall be a spokesperson.

5.2 UNION OFFICERS AND REPRESENTATIVES:

- A. The Union shall provide the District Business Manager with a list of Union officers and representatives who are authorized to meet and confer with the District and to keep the list up to date.

6.0 UNION RIGHTS:

- A. Leave for Union business: The District shall allow an employee upon minimum written request of twelve (12) days advance written notice from the Union's local business manager unpaid leave not to exceed twelve (12) working days in any twelve (12) month period for Union business such as attending Union conferences. The District reserves the right to refuse requests which it deems unreasonable such as but not limited to, those for an inappropriate reason, those which fall at a time when work demands preclude the employee's absence or where the employee has been absent an excessive amount of time.
- B. Names of unit members: Annually, the District shall give the Union a list of names and classification of unit members. The District shall not charge for the list.
- C. Agenda: The District agrees to provide one copy of the agenda for Board of Harbor Commissioners meetings by first class mail to the Union, or by e-mail attachment. The agenda shall be provided at the same time and in the same manner as for the general public.
- D. Notification to the Union: Except in cases of emergencies, the District shall notify the Union prior to making substantial changes that cover matters within the scope of representation.
- E. A department's Union steward, or in his/her absence the department's alternate steward, shall be authorized to participate in the investigation and processing of a grievance without loss of compensation or benefits. The Union agrees the stewards and/or alternate stewards shall perform their duties as expeditiously as possible.
- F. The District and the Union agree that no more than two (2) bargaining unit representatives shall be allowed to meet with the District management on District time during normal working hours for the purposes of meeting and conferring the negotiations or re-negotiations of this agreement without loss of compensation or benefits.
- G. The exercise of such rights does not preclude employees or their Union representatives, as defined in Section 5.0 of this Agreement, from conferring or raising objections about the practical consequences that decisions on these matters

may have on wages, hours and other terms and conditions of employment as elsewhere provided in this Agreement.

7.0 MANAGEMENT'S AUTHORITY:

District retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the District and not abridged herein, include, but are not limited to the following:

To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to assign, repair, inspect, and retrieve District property and space; to create, change, combine or abolish jobs, policies, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; upon reasonable suspicion of impaired ability on the job, to require employee physical examinations and tests endorsed by a physician and paid for by the District; to hire, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts, with consideration given to seniority when shift assignments are made; to adopt rules of conduct (including acceptable dress standards) and penalties for violation thereof; to determine the type and scope of work to be performed by employees and the services to be provided; to take action deemed necessary to provide for the safety of employees and clients; to classify positions; to establish initial salaries of new classifications after notification of the Union; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

8.0 NON-DISCRIMINATION:

The District and the Union agree that the provisions of this agreement shall apply equally to all employees without discrimination or harassment because of race, color, religious creed, age, sex (including gender and pregnancy), national origin, ancestry, marital status, disability (mental and physical) including HIV and AIDS, sexual orientation, gender identity, gender expression, political or religious affiliations, military and veteran status, genetic information, or medical condition. However, the Union agrees that it shall not support or campaign on District property for or against any of the above, except as provided by law and the terms of this Agreement.

9.0 DUES DEDUCTION:

Upon signed and dated written request of the Employee, the District shall deduct Union dues from the Employee's paycheck. The District shall remit said dues to the Union on a monthly basis for the duration of this agreement, which dues shall not include assessments. The District accounting staff shall record monthly Union dues deductions; additions and/or deletions and a notification of all Union dues transactions shall be sent monthly to the Union. The Union shall hold the District harmless from all claims and will indemnify it against any

unusual costs in implementing these provisions. The Union shall refund to the District within thirty (30) days of notification; any amount paid to the Union in error upon presentation of supporting evidence.

Maintenance of Membership provisions: All Union members on the effective date of this MOU and all employees who thereafter become members shall maintain their membership in the Union in good standing during the term of this MOU, subject however to the right to resign from membership using the process set out below and during the window period described below.

A Union member may exercise their right to resign from Union membership by transmitting a written notice of resignation to the Union and the District's Administrative Analyst and accounting staff during the window period.

The window period shall be a fifteen (15) day period starting ninety (90) days prior to the expiration date of the MOU and ending seventy-five days prior to the expiration of the MOU then in effect.

The District shall cancel dues deductions for employees upon notice from the Union that the resignation meets the conditions of this agreement.

10.0 JURY DUTY:

Specific statements regarding Jury Duty are stated in the Personnel Policy Manual.

11.0 COST OF LIVING ADJUSTMENT:

Effective the first full pay period in July of each year of the contract, the base pay salaries of all bargaining unit classifications shall be increased by an amount equivalent to the Consumer Price Index ("CPI") for all urban consumers for Los Angeles, Riverside and Orange County (1982-84 = 100) for the calendar year ending the previous December in accordance with the following

- For July 1, 2021, to June 30, 2022: 3.0%
- For July 1, 2022, to June 30, 2023: 3.0%,

In the event the Harbor District's consolidated budget's (excluding the Capital Budget and Associated Grants) projected expenditures exceed projected revenues by more than 2%, then this Cost of Living adjustment may not go into effect. However, the parties agree to meet and confer regarding the budget deficit as it relates to this section.

12.0 EQUITY ADJUSTMENTS

No additional pay scale equity adjustments shall take place for the term of this agreement.

13.0 PENSION CONTRIBUTION:

Pension plans are administered by the California Public Employees Retirement System (CalPERS). There are two pension tiers: Miscellaneous 2.7%@55 for Classic Members and 2.0%@62 for PEPRA New Members. The tier an employee is placed in is dependent upon hire date and CalPERS membership date.

13.1 The District agrees to contribute employer’s amount as annually calculated by the CalPERS Pension Plan Administrator (California Public Employees’ Retirement System – PERS – Miscellaneous 2.7%@55; or PEPRA New Members 2.0%@62) of the annual salary of each eligible employee.

13.2 CalPERS determines reportable earnings and non-reportable earnings. Non-reportable earnings include but are not limited to overtime and stand-by pay. Employees agree to contribute a percentage of the employee’s reportable earnings. The contribution will be automatically deducted from the employee’s pay. The employee percentage may be adjusted annually by CalPERS.

13.2 For fiscal year beginning July 1, ~~2018–2021~~ the Employer and Employee required contributions are as follows:

Plan	Employer Rate	Employee Rate	Additional Employer Contribution
Miscellaneous 2.7%@ 55	11.569 <u>13.35%</u>	8.000 <u>7.96%</u>	\$188,144 <u>295,890</u>
PEPRA Miscellaneous 2%@62	6.842 <u>7.59%</u>	6.250 <u>6.75%</u>	\$1,756 <u>11,688</u>

13.3 Every employee covered under this MOU shall be required to participate in CalPERS retirement. Participation shall follow the provisions as stated in the Public Employees Retirement Law, Government Code Title 2, Division 5, Parts 3 through 8, Sections 20000 through 22970.89, and Code of Regulations Title 2, Division 1, Chapter 2, Sections 550 through 599.515.

14.0 HOURS OF WORK, OVERTIME AND SCHEDULING

A. Work periods and work schedules shall be established by the District. Employees may be assigned work periods of either one (1) or two (2) weeks. The designated work period for all employees shall commence at 12:01 a.m. Sunday, and shall end midnight the following Saturday for employees assigned a one week work period; for employees assigned a two week work period, the designated work period shall end midnight the Saturday of the second week. Employees may be assigned by the Harbor District to a standard or flexible work schedule:

Examples of such schedules include:

- a. One (1) week work period:
 - (i) five (5) days, eight (8) hours per day; or
 - (ii) four (4) days, ten (10) hours per day.
- b. Two (2) week work period:

- (i) three (days), twelve (12) hours in each week plus one (1) day, eight (8) hours in one of the two weeks; or
- (ii) five (5) days, nine (9) hours in one week; three (3) days, nine (9) hours and one (1) day, eight (8) hours in the other week.

B. Work periods and schedules shall be assigned by the Department Head or Harbor Manager, or their designee. Shifts and days off may either be fixed or rotated. In assigning work periods and schedules, management shall make a reasonable effort to provide the assignment in an equitable and impartial manner with due consideration to departmental and District needs.

C. All work schedules should be prepared in written form and normally posted not less than fourteen (14) days prior to any regularly scheduled shift change, except in emergencies, or at times of special needs of the District. This posting requirement is subject to the sole discretion of the harbor management.

D. In emergency situations, all days off and shift assignments are subject to change or maybe altered. The Harbor Management or his/her designee shall make the decision for each schedule change.

E. Rest periods of fifteen (15) minutes once during each work period of four (4) hours or more shall be granted to employees at a time and place arranged by the Department Head or their designee. Employees who regularly work a four (4) day, ten (10) hour or a three (3) day, twelve (12) hour shift shall be entitled to one (1) additional rest period, not to exceed ten (10) minutes. Rest periods shall not be taken at the beginning or end of a work period, and time not used for rest periods shall not be accumulated and used at a later date. Rest periods may be canceled by the Department Head or their designee during emergencies. If rest periods are canceled under this section the employee shall be compensated for the lost time.

F. For employees scheduled on a one week period basis, authorized time worked in excess of eight (8) hours in a day, or forty (40) hours in the designated workweek, is overtime.

For other employees, whose normal schedule is less than forty (40) hours per week, authorized time worked in excess of their normally scheduled day is overtime, provided such day is at least eight (8) hours in length. Additionally, authorized time worked in excess of forty (40) hours in the designated workweek is overtime.

Paid holiday, paid sick leave, paid compensatory time off (CTO), and paid vacation shall be counted as time worked for purposes of this section. Work after twelve (12) hours in any one workday (or regularly scheduled shift) shall be compensated at twice the employee's regular rate of pay.

G. Overtime shall be assigned and approved in advance by the Department Head or their designee. As far as practicable, overtime shall be distributed equitably and impartially among qualified employees. In emergency situations when there are an insufficient number of qualified employees desiring to work required overtime, employees may not decline such overtime assignments.

H. A nonexempt employee may accrue a maximum of ~~forty-five (45)~~sixty (60) hours of compensatory time off. The employee shall be permitted to schedule the use of CTO, provided the employee requests the time off at least two workdays in advance. If the requested time off is not granted, the immediate supervisor and the employee shall meet to select an alternative date. If no alternative date is available, the employee shall be paid in cash in lieu of receiving time off. Compensated overtime shall be paid to the nearest fifteen (15) minutes worked.

All overtime hours worked shall be compensated by cash or compensatory time off, as determined by Harbor Management, at a rate of one and one-half (1½) times the straight rate of pay for authorized overtime work. When practicable, such determination shall be made prior to requesting employees to work overtime. If any subsequent changes are necessary, the Harbor Management shall consult with the affected employee prior to the implementation of this change.

I. Nothing contained in this Memorandum of Understanding shall be interpreted as requiring duplication or a pyramiding of holiday, vacation, daily or weekly overtime payments involving the same hours of work.

J. Compensatory time off shall be taken on a date mutually agreed upon by the employee and the Department Head or their designee, with due consideration given to the efficient operation of the departments and current departmental workload. In cases where the parties are unable to reach mutual agreement on dates to take CTO, the Department Head or their designee may, upon reasonable notice to the employee, specify a date(s) on which the employee shall take earned CTO. Such directed days off shall be scheduled in conjunction with other regularly scheduled days off subject to the needs of the department. Employee requests to take compensatory time off shall not be unreasonably denied by the Harbor Manager.

K. Call-back work is work directed by an appropriate supervisor and performed at a time outside of and not continuous with an employee's assigned regular work schedule. An employee called back to work shall receive no less than two (2) hours pay or compensatory time off at the appropriate rate of pay unless such call-back is within two (2) hours of the beginning of the employee's next shift, in which case the employee shall only be paid for the hours remaining before the beginning of the employee's next shift.

L. When an employee is required by a Department Head or their designee to attend a staff meeting or work-related training during non-working hours, time spent participating in such activity shall be compensated pursuant to the overtime provisions of this section.

15.0 CALL BACK PAY:

Employees who are called back to work without any advance notice when off duty and required to report back for duty, shall receive a minimum of two (2) hours pay at the regular hourly rate. Callback pay is not applicable to overtime work as extensions of a normal shift or scheduled overtime assignment.

16.0 STANDBY PAY:

Certain employees may be required to be on standby for rapid response to District operational problems or emergencies after hours, week-ends or holidays. Such standby duty will normally be rotated among employees in a department, as determined by the department head. Standby pay shall be \$2.50 per hour for each hour of standby duty. Standby hours shall not include any hours for which the employee receives regular or overtime pay. Thus, if an employee on standby must respond to a problem, which results in time actually worked in excess of a 40-hour week; the standby employee will be paid for the time actually worked at time-and-one-half overtime rate. The 2 hour minimum provision of Section 15.0, Call Back Pay, herein will not cover an employee on Standby Status.

Standby pay shall be limited to qualified personnel, defined as Facilities Supervisor, crew leads or as otherwise determined by the Facilities Manager. No employee shall receive standby pay if any other qualified employee is on duty.

An employee on standby duty will be required to wear a pager or carry a cell phone and remain in the local area where the device is active. The standby employee may pursue any personal activity, which leaves him/her available to promptly respond to pager calls for response to operational problems or emergencies. The standby employee shall refrain from activities which might impair his/her assigned duties upon call.

17.0 MEAL PERIOD:

Employees who work for four (4) or more hours per day shall be entitled to an unpaid uninterrupted meal period of not less than one-half (1/2) hour and not more than one (1) hour subject to the discretion of the Department Head. If it is necessary in the reasonable judgment of the District for an employee to work through without a meal break, he/she shall be paid at the appropriate rate for all time worked during the meal period.

18.0 TRAVEL ALLOWANCES:

Employees required by the District to attend educational programs, training sessions and/or meeting functions, as representatives of the District, shall be compensated for travel time and attendance.

19.0 TYPES OF EMPLOYMENT:

The District has six (6) categories of employment; employees covered by this agreement are the regular full-time and regular part-time employees only.

19.1 REGULAR:

Regular employees are those employees hired on a permanent basis including full-time (normally defined by the District as 40 hours per week) and part-time employees. In conformance with the Affordable Care Act (ACA), full-time is defined as an employee who works at least an average of 30 hours per week during the previous twelve months. All regular employees, upon initial hiring or upon promotion, must serve a probationary period. Regular employees are subject to all applicable terms and conditions of this Agreement.

19.1.1 PROBATIONARY PERIOD:

- A. The newly appointed and existing regular employee's (who are reclassified; except maintenance worker journeyman positions) probationary period is basically an on-the-job test with pay - "an extension of the examination process." It is a period during which the employee has an opportunity to prove himself/herself in the actual work situation. It is also a training period, and supervisors shall work conscientiously with the new or promoted employee to improve his/her work and to help him/her learn the job. It is also a period when the Harbor Manager and supervisors have the opportunity to observe and appraise the conduct, performance, attitude, adaptability and job knowledge of the employee, and to determine whether he/she is fully qualified for regular status. The probationary period will be six (6) months from the initial date of employment. A probationary employee whose work is deemed unsatisfactory can be terminated at any time during the six-month (6-month) probationary period without right of appeal.

- B. The length of the probationary period of a promoted employee shall normally be ninety (90) days unless otherwise specified by the District. Any employee not continued beyond the promotional probationary period shall be reinstated to the position from which he/she was promoted provided that a vacancy exists at the same or lower level in the classification series to which he/she would revert. If no such position exists the District will attempt, but not guarantee, to find another suitable position at or below the level of range and step the employee held before the promotional appointment by virtue of a reclassification, within the District service. The probationary period may be extended by mutual consent as a result of an employee's poor performance evaluation. If no vacancy exists, the promoted employee shall be placed on pre-employment hire list for the period of one (1) year. Maintenance worker journeymen positions are exempt from this section.

- C. The District shall provide a newly appointed probationary employee a review of his/her performance no later than at the end of the first six (6) months from the date of hire. During the six (6) month period, the employment relationship may be terminated voluntarily or involuntarily without the right of appeal.

19.1.2 PORT MAINTENANCE WORKER:

The normal entry level in the Port Maintenance Worker (PMW) series is PMW-I. Employees at this level are considered to be in an apprentice status. After two (2) years of regular employment and upon successful completion of a qualification program, the employee may be advanced to PMW-II, provided she/he is recommended by his immediate supervisor and department head. When merited by experience, education, training or other qualification, the Harbor Manager may approve the advancement of an employee at an earlier time. Any decisions on advancement are appealable to Harbor Manager and/or Harbor Commission. The qualification program, administered by the Facilities Manager, is designed to insure that the employee has the training and experience to perform at the journeyman level.

19.2 REGULAR PART-TIME:

Part-time employees are those employees who are hired to work on a permanent basis for an average of less than thirty (30) hours per week over a twelve month period. Part-time employees are not eligible for District funded benefits such as pension plans, holidays or bereavement leave, except health insurance for part-time employees who regularly work twenty-four (24) hours per week or more. Part-time employees are entitled to prorated paid vacation as shown in Sections 25.B and paid sick leave as shown in Section 28.D. Note: Part-time employees that were previously a member of CalPERS may be required to participate in the pension plan.

19.3 TEMPORARY:

Temporary employees are those employees who are appointed for a job of limited duration not to exceed one hundred eighty (180) working days in a twelve month period. It is understood that use of this type of employment is for short-term needs of the District and shall not be used to circumvent full employment of a classification. These employees are not eligible to be represented by this bargaining unit.

19.4 SEASONAL:

Seasonal employees are those employees who are appointed to positions where the type of work is performed on a seasonal basis, dependent upon often unpredictable situations or conditions, such as weather, or other similar types of circumstances. These employees are not eligible to be represented by this bargaining unit.

19.5 CONTRACT OR CASUAL WORKERS:

Contract or casual workers employees are those employees who are appointed for a limited duration and for completion of a specific task or project. These employees are not eligible to be represented by this bargaining unit.

19.6 INTERNS:

Interns are those employees which are currently enrolled university or college students and perform functions which are not currently being conducted by any existing positions at the District, such as, but not limited to, land use and environmental planning, administrative and clerical support to departments and managers. These employees are not eligible to be represented by this bargaining unit.

20.0 CLASSIFICATION CHANGE:

The parties agree to meet and consult or discuss any proposed changes in classifications (i.e., job status change, excluding the journeymen programs). Classification as determined in this section is considered a position description such as a port maintenance worker or lead worker. During the course of this agreement, if the District desires to change the current content of classifications in effect at the beginning of this agreement, the District shall meet and consult or discuss with the Union over this matter. If the District and the Union cannot reach agreement on the appropriateness of the change and/or an appropriate pay level as a result of proposed changes, the District shall implement the proposed classification change

but shall re-negotiate the change when the parties negotiate a new Memorandum of Understanding.

NOTE: CLASSIFICATION & POSITIONS: Classifications and positions are established by the Commission and are subject to annual funding.

20.1 POSITION VACANCIES:

Selection for Vacancies: It is the District's policy to give qualified employees preference over others when filling vacancies within the organization. However, because of legal requirements and the levels of education and other qualifications required for many positions, promotions from within are not always possible or appropriate. An employee's past performance, qualifications, potential, abilities, and job experience are important factors that are considered in the selection of employees for promotion. Therefore, the positions may be open only to current employees or others, as the Harbor Manager considers necessary. Promotion during probation as per Section 19.1.1 B shall apply.

20.2 POSTING OF POSITION VACANCIES:

Notice of all openings in current or new classifications shall be posted on bulletin boards. The notice shall contain the following:

- | | |
|-------------------------|----------------------------|
| A. Recruitment criteria | B. Position title |
| C. Examples of duties | D. Required qualifications |
| E. Salary Range or rate | |

21.0 THE SALARY STEP PLAN:

The salary step plan shall provide a salary range for each employee job classification. Such salary range will be divided into six (6) salary level steps, which shall be interpreted and applied as follows:

1. "A" STEP: The "A" or first step salary level will be the minimum rate and normally shall be the starting or hiring rate and shall include the six (6) months probationary period. In special cases when it is merited by experience, education, training or other qualification, the Harbor Manager may approve the hiring of a candidate for employment at a higher level.
2. "B" STEP: The "B" or second step salary level may be granted to an employee after satisfactory completion of twelve (12) calendar months of continuous service at the "A" Step in one or more classifications. The adjustment shall be made only if granted by the District on the basis of a satisfactory performance evaluation.
3. "C" STEP: The "C" or third step salary level may be granted to an employee who has proven to be fully satisfactory in a given (i.e., the same) classification for twelve (12) calendar months of continuous service from the granting of the previous salary step increase only if granted by the District on the basis of a satisfactory performance evaluation. The third step is an incentive advancement and is the rate at which fully

qualified, experienced and ordinarily conscientious employees may be expected to be paid.

4. "D" STEP: The "D" or fourth step salary level may be granted to an employee who has proven to be fully satisfactory in a given (i.e., the same) classification for twelve (12) calendar months of continuous service from the granting of the previous salary step increase only if granted by the District on the basis of a satisfactory performance evaluation. The fourth step represents the middle value of the salary range and is reserved to reward employees whose work is above average for their class.
5. "E" STEP: The "E" or fifth step salary level may be granted to an employee who has proven to be fully satisfactory in a given (i.e., the same) classification for twelve (12) calendar months of continuous service from the granting of the previous salary step increase and only if granted by the District on the basis of a satisfactory performance evaluation. The fifth step is reserved as a reward for outstanding service.
6. "F" STEP: The sixth step salary level may be granted to an employee who has proven to be fully satisfactory in a given (i.e., the same) classification for eighteen (18) calendar months of continuous service from the granting of the previous salary step increase only if granted by the District on the basis of a satisfactory performance evaluation. The sixth step is reserved for job performance, which exceeds established standards. It may be presented to an employee who has demonstrated a sense of public service, contribution to advancement of the District's objectives and goals. Additionally, to be awarded this step, employees must have a good record of reporting to work regularly (limited sick days off) and being on time.

For all merit advancement steps, the employee must demonstrate satisfactory attendance and minimum tardiness during the review period. Satisfactory attendance is defined as not more than 50 percent use of allowable (earned) sick leave during the review period, not including hospitalization or recovery of a severe illness. Leave of Absences time, as allowed for under this agreement, shall not be counted for during the review period as described in the section.

In compliance with the California Fair Pay Act, the District does not pay an employee at wage rates less than the rates paid to employees of the opposite sex in the same establishment for equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions.

21.1 ADVANCEMENT BASE DATE:

The basis for the advancement date for all step advancements shall be the employee's date of hire or appointment, except as follows:

- A. If the employee receives a promotion to a position resulting in the employee receiving compensation at a higher range, a new advancement date shall be based on the date of the promotion having become effective.

B. If the employee terminates employment or is terminated from the District and is re-employed or is reappointed at a later date, that employee shall be given a new initial anniversary date which shall be the most recent date of employment or reappointment.

21.2 STEP INCREASE ON PROMOTIONS:

When an employee receives advancement to a higher range, the employee's new compensation shall be determined by locating the dollar amount of the range and step from which promoted, in the new range. If the dollar amount falls between steps of the new range, the next higher step shall apply so that the employee receives a minimum of five percent (5%) increase for the promotion.

21.3 SPECIAL MERIT ADVANCEMENT:

The Harbor Manager may authorize advancement of an employee to any of the last five steps, (Steps "B" through "F"), earlier than the employee normally would be eligible by virtue of length of service. Such action is reserved for very exceptional cases, and shall be approved only after being carefully analyzed. A special merit advancement need not affect or change the date of a subsequent regular merit increase.

21.4 LONGEVITY PAY:

Regular employees (does not include part-time hourly, regardless of amount of weekly hours worked) who have completed at least ten (10) full years of service in that category shall receive a two percent (2.0%) differential above the rate otherwise applicable. After fifteen (15) years, said differential shall be increased by an additional two and one-half percent (2.5%) to four and one-half percent (4.5%), and after twenty (20) years it shall be increased by an additional two and one-half percent (2.5%) to seven percent (7.0%).

Leave of Absences time, as allowed for under this agreement, shall not be counted for during the review period as describe in the section.

21.5 CERTIFICATION PAY:

Effective upon the date of ratification, existing employees currently receiving enhanced pay with the certifications of Crane Operator and Coast Guard captain's license shall receive the following certification pay effective July 1, 2021 :

- Port Maintenance Worker II, Crane Operator Certification: \$1,8241,879
- Port Maintenance Worker II, Crane Operator Certification & Coast Guard Captain's License: \$2,9243,012
- Mooring Crew Lead Worker, Crane Certification: \$2,1692,234

• Effective upon the date of ratification, existing employees currently receiving enhanced pay with the certifications of Crane Operator and Coast Guard captain's license shall receive the following certification pay effective July 1, 2022:

- Port Maintenance Worker II, Crane Operator Certification: \$1,935
- Port Maintenance Worker II, Crane Operator Certification & Coast Guard Captain's License: \$3,102
- Mooring Crew Lead Worker, Crane Certification: \$2,301

~~There shall be no additional additive retroactive pay enhancements to these certifications based on the Cost of Living adjustment that became effective the first pay period in July 2018.~~

After July 1, 2018, for represented employees eligible to receive Crane Operators and/or Coast Guard captain's license certification pay when not in the relevant job description and of benefit to the District, as determined by the Harbor Manager, each of the following certifications will be subject to enhanced pay as follows:

July 1, 2021 – June 30, 2021

~~\$1675~~ 1,725 with no employee receiving more than two enhancements or ~~\$2900~~ 2,987.

- Crane Operator
- Coast Guard Captain's license

July 1, 2022 – June 30, 2023

\$1,777 with no employee receiving more than two enhancements or \$3,077.

- Crane Operator
- Coast Guard Captain's license

Before certificate pay for a new license is granted to an employee, the Harbor Manager has final review and approval. Certificate Pay, upon approval of the Harbor Manager, will be granted to those new employees if relevant to their current job assignment.

A total limit of 4 (four) Certificate pay compensations will be permitted.

Effective July 1, 2016, the District will no longer award certificate pay to employees for new *certifications in the categories below*. Employees who have received and maintained the following certifications and were receiving certification pay prior to July 1, 2016, will be eligible to continue to receive the enhanced pay of 2.5%, with no employee receiving more than two enhancements, or 5%:

- Water operator
- Confined space
- Notary public

The District and the Union shall jointly determine exact requirements for each of the certifications

22.0 HEALTH & WELFARE BENEFITS:

A. The District shall contribute flexible dollars and non-elective contributions towards health insurances described in the District's section 125 Cafeteria Plan document adopted by the Harbor Commission on September 28, 2010.

B. Total contributions (flexible dollars plus non-elective contributions equaling 100% of cost of employee-only HMO health care plan) for full-time, permanent unit employees shall equal the lowest cost HMO health care plan less the following amounts, on a monthly basis:

Employee only:	\$0
Employee plus one dependent:	\$61 per month
Employee plus 2 or more dependents:	\$100 per month

The District Section 125 Plan Document will be updated to coincide with the above employee pre-tax contribution amounts.

C. The District shall provide 100% of flexible dollars for 100% of the cost of the purchase of dental and vision insurance including insurance for employee's spouse and eligible dependents. The District shall also contribute 100% of the flexible dollars for the purchase of employee only vision-care insurance.

D. The District's non-elective contribution to the Section 125 Cafeteria Plan for health insurance coverage shall be as directed by CalPERS: (Currently, \$133 per month).

E. Flexible dollars are provided to regular full-time employees who participate in a CalPERS health plan offered only through their employment. Such flexible dollars are based on the annually identified CalPERS lowest cost HMO premiums and the election by the employee of employee only, employee plus one, or employee plus two coverage as presented above.

F. The effective date of coverage and terms of coverage shall be governed by the plan in effect at the time of the signing of this agreement. Eligible employees whose health insurance needs are adequately provided through another source, e.g., a spouse's plan or one which carries over from a previous employment, may elect not to participate in the District's Section 125 Premium Only Plan. Those employees who have provided evidence of acceptable (to District) medical insurance coverage shall receive, in lieu of flexible contributions and non-elective contributions, payment of \$350, or 75% of the monthly premium cost for basic coverage for employee only, whichever is lesser, per month in addition to their regular pay.

G. Employees may participate in Health and Dependent Care flexible spending account programs in effect and generally available to other Employees of the District and as allowed under the District's Section 125 Cafeteria Plan.

H. Part-time employees working less than 30-hours per week, but at least 24-hours per week as required by CalPERS are eligible to participate in the Section 125 Cafeteria Plan, but are not eligible for District contributed flexible dollars.

23.0 DEFERRED COMPENSATION PLAN:

The District may provide to all employees a Deferred Compensation Plan(s) during the term of this Agreement. Participating employees shall be responsible for annual fees and any other administrative fees charged by the District's Deferred Compensation Plan(s).

24.0 HOLIDAYS:

A. The District and the Union agree that the following days shall be observed as legal paid holidays:

- | | |
|--|---|
| 1. January 1 - New Year's Day | 7. Veterans Day (As observed by the state government) |
| 2. Martin Luther King's Birthday | 8. Fourth Thursday in November - Thanksgiving Day |
| 3. President's Day | 9. Friday after Thanksgiving |
| 4. Last Monday in May - Memorial Day | 10. December 24 |
| 5. July 4 - Independence Day | 11. December 25 |
| 6. First Monday in September - Labor Day | 12. Port Day (September 7) |
| | 13. Employee's Birthday |
| | 14. <u>COVID-19 Fatigue Leave Time Off</u> |

1 When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. A holiday shall be defined as eight (8) hours of paid time off for regular full-time employees.

2 When a non-exempt employee is required to work without regard to holidays, he/she shall be paid at his/her rate of pay, and shall be credited one and a half (1 1/2) hours in compensatory time off (CTO) for each hour of time worked on a holiday as determined by the District. Employees who have regularly scheduled days off which fall on a holiday shall be credited with eight (8) hours of vacation time. All paid holiday hours shall be considered as time worked for the purpose of calculating overtime obligations under this MOU. Employees may elect to be paid for such time rather than putting it into their CTO bank.

3 Employees will not receive holiday pay unless they have either worked or been in a pay status on the regularly scheduled working day before and after the holiday. A working day is eight (8) hours.

4. Effective July 1, 2018 represented employees will be granted a holiday based on Port Day of September 7th and accrue this holiday annually thereafter. Represented employees must use this annual holiday each year within one year of accruing it (e.g. in the first year, the holiday must be used by September 7th, of 2019).

Effective July 1, 2018 represented employees will be granted a holiday based on the employee's birthday and shall accrue this holiday annually thereafter. Represented employees must use this annual holiday each year within one year of accruing it on their birthday (e.g. in the first year, if their birthday is March 15th, 2019, this annual holiday must be used by March 15th, 2020).

Effective July 1, 2021, qualifying represented employees will be granted a one-time offering of no more than of 24 hours of COVID-19 Fatigue Leave Time Off. Qualifying represented employees are defined as: full-time, benefited staff that is currently employed at the district and was in the employ of the district from March 2020 to

September 2021. Upon separation from the District, unused COVID-19 Fatigue Leave Time Off is not subject to payout.

25.0 VACATION LEAVE ACCRUAL:

A. All regular employees working forty (40) hours per week shall accrue vacation leave per the following schedule:

Months of Service	Hours per pay period	Hours per year
1 – 60	3.69	96
61 – 120	4.62	120
121 – 180	5.54	144
181 +	6.16	160

Note: Months of service begins when an employee becomes a full-time regular employee. Months of service is not accrued for any part-time or hourly positions.

B. Employees shall accrue vacation leave in accordance with the schedule in Article 25.A; however, vacation credit shall be prorated based on the hours worked, e.g., a 20 hour/week part-time employee in his/her first four years of service shall accrue 1.85 hours/ per pay period or forty eight (48) hours /year.

C. An employee is not eligible to use accrued vacation leave until it has been accrued and approved as provided below.

1. A regular full-time or regular part-time employee covered by this agreement who leaves the District service shall receive payment for any unused vacation leave at the rate of pay the employee is receiving at the time of his/her termination.
2. It is the employee's responsibility to request and use vacation leave in a manner that neither jeopardizes his/her vacation leave balance nor the efficiency of the work unit. Management must review vacation leave schedules prior to the scheduled vacation. Vacation schedules will be based upon the needs of the District and then, insofar as possible, upon the wishes of the employee. Any accrued vacation leave which the employee would otherwise lose, because it is not practical for the District to have the employee on vacation, shall be paid at the then hourly rate earned by the employee on the basis of straight time wages.
3. Vacation leave shall be accrued as earned up to a maximum of two hundred forty hours. Harbor Management shall so inform in writing each employee who has exceeded the two hundred forty hours maximum. At that time the employee shall take vacation leave or receive compensation for the excess over two hundred forty hours. If the District would be adversely impacted by the employee taking the excess vacation leave, then the District may elect to provide payment.

4. Employees shall accrue vacation leave on the basis of the number of regular hours worked in the District service and all hours spent in a paid leave status from regular duties, excluding any time worked as overtime or special time. Such accrual shall take place on a pay period basis.
5. Employees granted a leave of absence with pay or other approved leave with pay shall accrue vacation leave as otherwise regularly provided by this Agreement.
6. Vacation leave shall not be accrued by any employee absent from duty after separation from District service, or during a District authorized leave of absence without pay or any other absence from duty not authorized by the District.

26.0 VACATION LEAVE USE:

- A. Vacation leave shall only be granted in even, whole hour increments.
- B. Vacation leave shall not be granted to any employee after separation from District service, or during a District authorized leave of absence without pay or any other absence from duty not authorized by the District.
- C. Vacation leave shall not be granted to any employee during the first six (6) full calendar months of the employee's original probationary period. However, on the successful completion of the probationary period, the employee shall be credited with vacation leave that would otherwise have been credited.
- D. Vacation leave granted by the District and used by an employee shall be deducted from the employee's accrued vacation leave.
- E. In the event that a holiday recognized in this manual occurs during an employee's scheduled vacation leave, then such holiday shall not be considered as vacation leave used by the employee.

27.0 MAXIMUM ACCRUED VACATION LEAVE:

- A. ~~In the event that an employee's accrued vacation time exceeds the maximum accrual limit as provided in section 27.B, employees shall not acquire any more vacation time until the hours drop below the maximum accrual hour mark as provided in section 27.B. In the event that an employee's accrued vacation time exceeds two hundred forty (240) hours, then the employee shall be compensated for all such hours at the current salary level; or shall be required to immediately schedule and take vacation leave.~~
- B. ~~Except as otherwise provided in section 25.C.2, employees with more than 240 hours shall not acquire any more vacation time until the hours drop below the 240-hour mark.~~ Maximum Vacation Accrual Limit

<u>Months of Service</u>	<u>Accrual Rate</u>	<u>Maximum Hours</u>	<u>Maximum Days</u>

<u>1 – 60</u>	<u>3.69</u>	<u>240</u>	<u>30</u>
<u>61 – 120</u>	<u>4.62</u>	<u>240</u>	<u>30</u>
<u>121 – 180</u>	<u>5.54</u>	<u>288</u>	<u>36</u>
<u>181 +</u>	<u>6.16</u>	<u>320</u>	<u>40</u>

B.

28.0 SICK LEAVE ACCRUAL

A. Sick leave is leave from duty which may be granted by the District to an employee for the diagnosis, care, or treatment of an existing health condition or preventative care for an employee or an employee’s family members, or other such reasons as provided by law or as approved by the Harbor Manager.

B. Employees sick leave balances were frozen on the first day of the first full pay period in July of 2013 (the “Pre-July 2013 Sick Leave Balance.”) Upon separation from employment, employee is entitled to 100% payout of the Pre-July 2013 Sick Leave Balance. The use of the 100% cash value sick leave may be granted by the District as provided in Section 28.A. For the purposes of cash value, sick leave balances shall be determined to be those balances in effect on July 6, 2013 (end of pay period). This balance shall be available for use, or, on separation from the District for conversion to cash payout or payment into the District’s deferred compensation plan, based on the employee’s hourly rate at the time of separation. Additionally, any such balance can be used for service credit as allowed by the CalPERS contract in effect at the time.

C. All regular employees working forty hours per week or eighty hours per pay period shall earn sick leave at the rate of 3.69 hours per pay period to a maximum of nine hundred sixty (960) hours. Regular employees scheduled for less than eighty hours per pay period shall earn prorated sick leave hours per pay period (formula: hours worked per pay period/80 times 3.69) This sick leave balance will be referred to as 25% cash value sick leave. After reaching nine hundred sixty (960) hours of accrued sick leave (including Pre-July 2013 Sick Leave Balance), employees shall continue to accrue sick leave but any hours above 960 shall not be eligible for cash payout upon leaving District service. The employee may use the additional sick leave as credit for any program that CalPERS might offer.

D. All regular part-time employees shall accrue sick leave at the rate of one (1) hour per thirty (30) hours worked. Part-time employees shall be entitled to use accrued sick leave beginning on the 90th day of employment, after which day the employee may use sick leave as they are accrued. The employee’s use of accrued sick leave is limited to the greater of three (3) days or twenty-four (24) hours per year. Any unused accrued sick leave shall carryover to the next year for a maximum of six (6) days or forty-eight (48) hours, whichever is greater. Unused accrued sick leave shall not be eligible for any cash payouts or credits or conversion to compensation.

E. Sick leave accrual shall take place on a pay period basis. Hours spent in a pay status shall include all regular hours worked in the District service and all hours spent in a paid leave status from regular duties, and shall exclude any hours worked as overtime or special time.

F. Sick leave shall not be accrued by any employee absent from duty after separation from District service, or during a District authorized leave of absence without pay, or any other absence from duty not authorized by the District.

29.0 SICK LEAVE USE:

29.1 SICK LEAVE USE- EMPLOYEE:

- A. An employee may be granted sick leave only in case of actual sickness as defined in Section 28.A above or as otherwise required by law. In the event that an employee recovers from any such sickness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and be available to return to duty.
- B. In order to receive compensation while absent on sick leave, the employee shall notify the appropriate immediate supervisor prior to, or within one hour after, the time set for beginning his/her daily duties, or as may be specified by the head of his/her division.
- C. Sick leave shall not be granted to any employee absent from duty as a result of any sickness, injury or disability purposely self-inflicted or caused by willful misconduct.
- D. Sick leave shall only be granted in one (1) hour or greater increments.
- E. Sick leave shall not be granted to any employee absent from duty after separation from District service, or during a District authorized leave of absence without pay, or any other absence from duty not authorized by the District, except that, if an employee is rehired within one (1) year, all previously accrued and unused sick leave shall be reinstated.
- F. Sick leave shall not be granted to any employee to permit an extension of the employee's vacation.
- H. In accordance with the new sick leave law (AB 1522), effective July 1, 2015, all employees begin to accrue sick leave on their first day of employment.
- I. In the event that an employee has applied for or taken sick leave for three (3) or more consecutive scheduled working days, the District may require a physician's certification as to the diagnosis of the illness or injury, the treatment recommended for it, and an approval of the employee's intended return to work. The District may, however, require such certification regarding sick leave use at any time. If employees have demonstrated a habitual or excessive use of sick leave, subject to compliance with federal and state disability laws and any reasonable accommodation (which may include a leave of absence) review, the District may impose disciplinary procedures, including termination.
- I. Sick leave granted by the District and used by an employee shall be deducted from the employee's accrued sick leave balance.

- J. In the event that an employee has applied for or taken sick leave for three (3) or more consecutive scheduled working days to care for a Family Member as defined in Section 29.2, 29.3 or 29.4 the District may require a physician's certification verifying Family Member's illness.
- K. During each calendar year, up to 25 hours of accrued sick leave may be used as personal leave by a regular full-time employee, with advance approval of supervisor/manager. Prior to the use of 25 hours of accrued sick leave for personal leave, employee must use at least 40 hours of accrued vacation leave per calendar year.
- L. As allowed by the CalPERS retirement contract in effect at the time of retirement, an employee may convert any or all accrued sick leave, without limit, to CalPERS service credit at the rate of 0.004 years of service per one day of accrued sick leave (i.e. 250 days of sick leave = one year of service credit) .
- M. A regular full-time employee who has accrued a minimum balance of an amount equal to one hundred ninety two hours of sick leave shall be allowed to convert at the end of the calendar year 25% of the unused sick leave balance of the ninety six (96) hours earned for that year. In compliance with IRS regulations, employees elected to be paid straight time, or transferred a percentage to vacation, or will leave hours in sick leave balance for future use. If an employee elected to leave the hours in sick leave, these hours will be transferred to the sick leave that maintains cash value.
- N. Each regular full-time employee with accrued sick leave in excess of 192 hours (including hours of sick leave with 100% cash value and sick leave with 25% cash value) shall be entitled to convert sick leave accrued during the previous 12 months (December 1 through November 30) to additional compensation, paid during December, paid in to the District's deferred compensation plan, or added to vacation leave, according to the formula as follows:

Sick leave utilization	Max. conversion to compensation
0 hours	40 hours
Up to 8 hours	30 hours
8 to 16 hours	25 hours
17 hours to 24 hours	20 hours
Over 24 hours	0 hours

Note: Such conversions may be taxable, whether taken or not, and if taxable, taxes and assessments, as required by Internal Revenue Code, are the responsibility of the employee. Any funds placed into the District's deferred compensation plan, up to the maximum allowed, are income tax deferred.

- O. Annual sick leave balances accrued (25% value) may only be used for sick leave by regular full-time employees, for 25 hours of personal time, as described above, or for limited annual payout, as described above. On separation from the District, accrued sick leave may be converted to service credit per the CalPERS contract in place at the time, or converted to cash value computed at 25% of the cash value of the hours accrued at the hourly rate in effect at the time of separation from the District.

29.2 SICK LEAVE USE - FAMILY MEMBERS:

- A. Employees with accrued and available sick leave may apply such benefits to leave taken to attend to an illness of a “family member,” which includes: child (biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, regardless of age or dependency status), parent, spouse, registered domestic partner, sibling, grandchild or grandparent of the employee and the parent of the employee’s spouse or registered domestic partner. All conditions and restrictions placed on employee upon the use by employee of sick leave shall also apply to the use by an employee of sick leave to attend to an illness of his or her family member. The District will abide by the applicable minimum requirements of the State and Federal law(s) with regards to family leave for employees of the Harbor District.

29.3 CATASTROPHIC LEAVE DONATION PROGRAM:

The purpose of the program is to provide a mechanism for assisting employees who take time away from work due to a serious or catastrophic illness or injury and have exhausted paid leave, thereby resulting in a substantial loss of income. The program is intended to meet the IRS definition of a bona fide employer sponsored leave-sharing arrangement. Regular District employees may donate the monetary value of accrued leave hours to a qualified employee without sustaining negative income tax consequences. The terms of the program are specified in the Catastrophic Leave Donation Program Policy. (The Santa Barbara County Catastrophic Leave Program, dated May 2018, is the agreed upon program that will be implemented, with updated information as it pertains to the Port San Luis Harbor District.)

30.0 LEAVE OF ABSENCE:

Employees shall be entitled to employment protection and may be entitled to wage and/or employee benefit continuance as required by law. Following is a listing of Leave of Absence laws and regulations known to be in effect in 2016. The District will follow all applicable laws and regulations regarding Leave of Absences whether or not such law or regulation is listed below.

30.1 Leave of Absence—In General

Every employee covered under this MOU shall be entitled to leaves of absence(s) and other benefits without discrimination as provided by California Fair Employment and Housing Act, section 12940 of the California Government Code as defined in the California Code of Regulations Title 2 Section 7291.2, and the Federal Family and Medical Leave Act (Title 29 U.S.C Section 825.702).

30.2 Leave Of Absence—Military Personnel & Military Spouse Leave

Every employee covered under this MOU shall be entitled to such leaves of absence and other benefits as are provided by federal and state law including Uniformed Services Employment and Reemployment Rights Act ((USERRA) Title 38 United States Code Section 4302 (a)), and California Military and Veterans Code sections 394, 394.5, and 395.10.

30.3 Leave Of Absence—Family Care & Medical Leave

Every employee covered under this MOU shall be entitled to such leaves of absence and other benefits as are provided by federal and state law including the Federal Family and Medical Leave Act (Title 29 U.S.C. Section 2601, et seq., Title 29 C.F.R. Section 825.100, et seq.), the California Family Rights Act (California Government Code Section 12945.2), California Labor Code sections 233 and 1030-1033, California Unemployment Insurance Code Section 2601, and California Code of Regulations Title 2 Section 7297 et seq.

30.4 Leave Of Absence—Workers’ Compensation Leave

Every employee covered under this MOU shall be entitled to workers’ compensation leaves of absence and other benefits as are provided by Longshore and Harbor Workers’ Compensation Act (Title 33 U.S.C. Chapter 18), and California Labor Code Division 4 Section 3200 et seq.

30.5 Leave Of Absence—Alcohol & Drug Rehabilitation

Every employee covered under this MOU shall be entitled to such leaves of absence and other benefits as are provided by federal and state law including California Labor Code section 1025.

30.6 Leave Of Absence—School Visitation & Suspension Of Child

Every employee who is a parent, grandparent or guardian of a child in school, and who is covered under this MOU, shall be entitled to such leaves of absence and other benefits as are provided by federal and state law including California Labor Code 230.7, California Labor Code 230.8, and California Education Code section 48900.1.

30.7 Leave Of Absence—Literacy Assistance

Every employee receiving literacy assistance, and who is covered under this MOU, shall be entitled to such leaves of absence and other benefits as are provided by federal and state law including California Labor Code 1041.

30.8 Leave Of Absence—Jury Duty, Compliance With Subpoena, Crime Victim Witness, Crime Victims, Family Members Of Crime Victims

Every employee covered under this MOU shall be entitled to such leaves of absence and other benefits as are provided by federal and state law including California Labor Code sections 230, 230.1, and 230.2.

30.9 Leave Of Absence—Emergency Duty

Every employee performing emergency duty as a volunteer firefighter, reserve police officer, or emergency rescue person, and who is covered under this MOU, shall be entitled to such leaves of absence and other benefits as are provided by federal and state law including California Labor Code 230.3.

31.10 Leave Of Absence—Voting

Every employee covered under this MOU shall be entitled to such leaves of absence and other benefits as are provided by federal and state law including California Elections Code 14000.

30.11 Leave Of Absence—Organ & Marrow Donation

Every employee covered under this MOU shall be entitled to such leaves of absence and other benefits as are provided by federal and state law including California Labor Code 1510.

30.12 Unpaid Leave of Absence

Regular employees of the District may be granted leaves of absence without pay, at the discretion of the Department Head and with the approval of the Harbor Manager, for a period not to exceed six (6) months. The employee or personal representative must submit a request in writing, for leave of absence without pay, if the employee is incapacitated. The written request must state the reasons for the request, giving specific dates to begin and end the leave without pay, the specific purpose of the leave without pay and how the employee may be contacted during the leave without pay. Leaves of absence may be granted for the following reasons:

1. To enable an employee to continue education or otherwise obtain training designed to improve the quality of his/her service to the District.
2. For any other reasons which the Harbor Manager approves as being in the public interest.
3. Extended vacation leave, if such leave does not burden District functions.

Approval of leaves of absence without pay, will be granted only for reasons clearly-permitted, as stated above, and which are compelling in nature. All requests for leaves of absence without pay will be handled in a timely manner.

Any employee having been granted a leave of absence without pay and not reporting for work for his/her next regular shift after its expiration shall be considered to have automatically resigned from District service. No leave of absence without pay shall be utilized to permit an employee to seek other employment or to permit an employee to engage in non-District employment. Use of leave of absence without pay for a purpose other than that requested shall be considered as an employee's automatic resignation from District service.

31.0 OTHER PAID LEAVE OF ABSENCE:

Under special circumstances in which a leave of absence with pay is considered essential or beneficial to the District, the Harbor Manager may recommend to the Board of Commissioners that an employee be granted a paid leave of absence not to exceed ninety (90) days. For this paid leave of absence, the rate of pay may be established on the recommendation of the Harbor Manager and approval by the Board of Commissioners at an amount less than, but not exceeding, the employee's regular rate of pay. During this paid leave of absence, the District will continue to provide health insurance, but no other benefits. Prior to the paid leave of absence becoming effective, all compensatory time off, sick leave, vacation accrued and/or available Family Leave Disability Insurance (FTDI) or other disability benefits, if applicable to date must be used.

32.0 BEREAVEMENT LEAVE:

Bereavement leave shall be provided to each employee following death of a member of the employee's immediate family. For purposes of this section immediate family is defined as a spouse, domestic partner, children, parents, siblings, grandparents, grandchildren, spouse's children, spouse's parents, spouse's siblings, spouse's grandparents, and spouse's grandchildren. ~~spouse or domestic partner, (step) parent, or child (biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis) of the employee.~~ Bereavement leave may also be granted in the event of the miscarriage of the employee's child. Such leave shall not exceed up to three (3) days unless the employee must travel out of state, in which case the employee shall receive five (5) days. This is paid leave in its own right. The employee may be required to submit proof of immediate family member's death for grant of such bereavement pay. Provision of false information concerning the death or relationship shall be a cause for discharge and/or disciplinary action. Accrued leave balances may be used as bereavement leave on the death of in-laws, (step) grandparents and siblings.

Maximum of two incidents of use of Bereavement Leave is allowed per calendar year.

33.0 MILITARY LEAVE:

The District will abide by the applicable minimum requirements of the State and Federal law(s) with regards to military leave for employees of the Harbor District.

34.0 MATERNITY LEAVE:

Maternity Leave is provided only to regular, pregnant female employees and may be taken in the order of accrued as follows: (1) accrued sick leave, (2) compensatory time and (3) vacation leave. Pregnant employees who may be entitled to State of California Disability Income benefits should consult the Accounting Department. However, it is the responsibility of the employee, not the District, to file for Disability Income benefits from the State of California. By way of clarification, an employee also may be entitled to use any of her accrued and available sick leave to care for an illness of a child at birth, pursuant to the Family Sick Leave provisions of Section 29.2 of this Agreement. The District will abide by the applicable minimum requirements of the State and Federal law(s) with regards to maternity leave for employees of the Harbor District.

35.0 LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE:

The District will abide by the applicable minimum requirements of the State and Federal law(s) with regards to victims of domestic violence leave for employees of the Harbor District.

36.0 TUITION REFUND PLAN:

The Tuition Refund Plan is provided as shown in the Personnel Guidelines & Procedures Manuals.

37.0 EDUCATIONAL INCENTIVE PLAN:

The District shall pay the costs associated with management approved education and training which will enhance productivity of District employees in their current job with the District. The District shall also pay costs associated with management approved education and training which will enhance the preparation of District employees for a District position in their probable career path. To be eligible for this plan, an employee shall first submit an education plan for review and consideration by the District prior to enrollment into any education incentive program. The submittal shall outline the classes, institute and duration. It will also estimate the total cost of the education and what portion will be requested for reimbursement.

38.0 UNIFORMS AND PROTECTIVE CLOTHING:

- A. The District shall provide employee uniforms; protective clothing (such as coveralls, safety boots, and foul weather gear); and equipment (such as safety goggles, hard hats, gloves, hearing protection, and float coats) required by the individual employees' job tasks, at the sole discretion of the District. Such equipment shall include Facilities Department employees who are required to wear safety boots (reimbursement up to \$200 every fiscal year or as determined by the Harbor Manager or his/her designee). If at any time the functioning of any safety equipment is compromised, the Facilities manager may authorize replacement equipment. Only full- time and part- time Facilities Department employees may purchase prescription safety glasses (reimbursement up to \$150, no more than one per year) as approved by the Harbor Manager. The District shall retain the right to determine the minimum specifications of the safety equipment, procurement procedures, and limitations and exclusions.

Employees who are required to wear safety boots shall purchase steel toed boots from any supplier approved by the District. Safety boots shall conform to FED OSHA standards (Foot Protection – Maritime Standards 1917.94, as may be amended). An employee who has a doctor's note excusing them from safety foot wear shall forfeit their safety boot allowance. Doctor's excuse notes shall be renewed annually.

- B. Employees shall be required by the District to sign for all items issued at District expense and employees shall be responsible for their proper use and care. Loss or improper care of issued items may result in employees being charged by the District for lost or damaged items. Excessive or unusual losses or occurrences of loss may result in disciplinary action. All items issued shall be returned to the District no later than the last day of employment.
- C. The District will provide two (2) pairs coveralls and for the laundering of them for those employees who warrant their use, as determined by the District.
- D. The District shall report certain uniform costs to CalPERS based on the California Public Employee's Retirement Laws in affect. Employees shall pay CalPERS

employee contribution on the value of the uniform costs, as defined in Section 13, above.

39.0 HEALTH AND SAFETY:

- A. The District shall provide a place of employment, which is as safe as the nature of the employment reasonably permits.
- B. In case of an accident on the job, the employee shall immediately report the accident to his/her supervisor or designee, who will complete the required accident report.
- C. Employees are responsible for utilizing safe working procedures. Violations of District directives regarding safety, including those that result in worker injury, are grounds for disciplinary action.
- D. Employees are to promptly report safety hazards and unsafe conditions to their immediate supervisors. If the condition is not remedied within a reasonable time, the employee shall report the situation to the Department Head. No employee will be subject to reprisal for reporting unsafe or potentially unsafe conditions.
- E. A union steward shall be granted release time to accompany a Cal-OSHA representative and Management representative conducting an on-site walk around safety inspection.
- F. The District agrees to provide or make available needed safety equipment within the financial limitations of the District.
- G. The District agrees to pay any employee required by the District to attend safety classes or first aid classes outside of his/her normal workday.
- H. Any employee required to work in close proximity to the District's wastewater collection system, or any of its component parts, shall be provided at District expense, any necessary vaccinations or other preventative health measures as may be required by local, state or federal regulation, or as may be considered advisable for the general health and welfare of the employee.
- I. The section lead worker or department supervisor shall also complete the required notification and all paperwork as required in a timely manner. The supervisor shall also follow through with the administration and employee to insure proper reporting and employee care has occurred.

40.0 OUT-OF-CLASS ASSIGNMENT:

- A. As used herein, "Out-Of-Class Assignment" means the Authorized full-time performance of all significant duties of an authorized vacant District position by a current District employee. When a current employee, in accordance with the policy set forth below, performs an out-of-class assignment in a position with a higher pay range, he/she shall be compensated at a minimum of five percent (5%) increase in his/her current salary, or compensated at the closest step to a 5 percent (5%)

increase of his/her current salary according to the salary range of the position to which he/she has been temporarily assigned during the period of out-of-class assignment.

- B. The Harbor Manager may authorize in writing, the out-of-class assignment of a current District employee when, because of termination or unavailability of a District employee, an authorized District position becomes vacant and is expected to remain vacant for more than fifteen (15) working days, except for vacancies resulting from vacation in which case there will be no adjustment.

41.0 VOLUNTARY TERMINATION:

- A. Employees agree to submit his/her written Notice of Resignation from District employ to the Harbor Manager two (2) weeks prior to last working day.
- B. An employee who terminates voluntarily shall receive payment for accrued unused sick leave, vacation or compensatory time as stated in the sections of this Agreement related to those items. An employee terminated in this manner shall be entitled to such elections regarding accrued sums in his/her pension or retirement account as is then provided under the pension or retirement system provided by the District.

42.0 INVOLUNTARY TERMINATION:

- A. Involuntary terminations include any termination originated by the District. Involuntary termination includes a termination resulting from any employee terminated for failure to appear for work.
- B. An employee who is terminated involuntarily shall receive payment for accrued unused sick leave, vacation or compensatory time as stated in the sections of this Agreement related to those items. An employee terminated in this manner shall be entitled to such elections regarding accrued sums in his/her pension or retirement account as is then provided under the pension or retirement system provided by the District.

43.0 LAYOFFS:

- A. Whenever it becomes necessary, in the judgment of the District Commissioners due to lack of work, lack of funds, contracting out or termination of services or operations, or other legitimate economic reasons, or because the necessity for a position no longer exists, the District may abolish any position or employment except those under existing contracts with individuals or contracting firms and the employee holding such position or employment may be laid off without disciplinary action. This procedure shall not be used for disciplinary reasons.
- B. The Department Head (or Harbor Manager if the Department Head is laid off by the Commission) shall determine what individual(s) shall be laid off on the basis that the last member of the department hired, in the affected classification shall be the first laid off (example: a lead worker, with seniority could replace a less senior PMW II or I). However, if the least senior department member(s) is (are) in possession of a higher step rating and equal range compared to the Department member(s) that is (are) next

most senior, the Department Head may lay off the next most senior Department member(s).

- C. The only exception to the above-described order of layoff regarding seniority, shall be where an employee within an affected classification has an identified exceptional skill, knowledge, or ability particular to the work being performed, and which more senior employees do not possess. The determination that such employee has such a particular skill, knowledge, or ability may be made only by the Harbor Manager. Any employee who would not have been laid off, but for such a determination by the Harbor Manager may appeal the validity of such determination beginning with Step Three of the established grievance procedure.
- D. An employee who is laid off shall have no right of appeal.
- E. The District shall give all employees affected by layoff at least twenty-one (21) calendar days written notice of any impending layoff, except in the event of an emergency situation when the District shall give not less than ten (10) calendar days' notice. The District shall send a copy of the notice to the Union representative within a reasonable time thereafter and if requested by the Union, District and Union will meet and confer on the effects of the District's decision of layoff regarding those employees affected in the layoff. The notice shall include the following:
 - 1. The effective date of the layoff.
 - 2. The reason for the layoff.
 - 3. The job classification, if any, into which the employee may retreat.
 - 4. A statement that the employee being laid off shall be placed on a re-employment list for one (1) year as described below.
 - 5. The availability of Administrative staff to assist the employee in seeking other employment.
- F. Prior to implementing any layoff, the District shall make every attempt to transfer an affected employee to an appropriate budgeted vacancy in an equivalent job classification in the same department or other departments provided the affected employee possesses the skills necessary to perform the new job.
- G. The individual(s) laid off shall be placed upon re-employment lists for one (1) year for the purpose of refilling the laid-off position. Individuals, who are placed on re-employment within the prescribed period, shall be entitled to all benefits immediately upon re-employment. Benefits shall not be retroactive to date of layoff. Upon re-employment, the former employee's salary shall be established at the salary level held at the time of layoff. If the salary level falls between two steps in the wage and salary chart then in use, the former employee's new salary shall be at the immediate higher step. The evaluation date for use in accordance with the salary step plan shall be the date on which re-employment begins.
- H. A re-employed employee shall accrue vacation and sick leave at the same rate and maximum limitation at which such accruals were made at the time of the layoff.

- I. It is the employee's responsibility to notify the District of any change in address, which may affect a recall notice. Employees must return to work within fifteen (15) working days after a recall notice is mailed by the District and must meet all health and knowledge requirements of the position then in effect.

44.0 DISCIPLINARY PROCESS:

44.1 STANDARDS OF CONDUCT:

- A. The District expects employees to observe a standard of conduct, which will maintain an orderly, positive and productive workplace. Such a standard of conduct will benefit and protect both the District and all employees.
- B. Behavior that violates this standard of conduct will subject employees to discipline up to and including suspension without pay or termination.
- C. The disciplinary action used to maintain the standards of conduct will be determined in light of the facts and circumstances of each individual case. Each incident will be considered in light of a variety of factors, including:
 - 1. The seriousness of the incident and the circumstances.
 - 2. The employee's past conduct and length of service.
 - 3. The nature of any previous incidents.
 - 4. The general practice as it relates to the incident.
- D. Although not exhaustive, the following list represents kinds of behavior that is considered improper and unacceptable in the workplace, and may subject the employee to the above-mentioned discipline.

44.2 GROUNDS:

- A. Failure to appear for work.
- B. Failure or refusal to follow the instruction of his/her supervisor.
- C. Failure or refusal to perform his/her job in a satisfactory manner or within a satisfactory time.
- D. Use of, or possession of, intoxicating liquors or substances or other substances, including the use of medications, whether prescribed or not prescribed, which may have a negative effect on the employee's ability to think clearly and work safely while on duty.
- E. Reporting to work under the influence of intoxicating liquors or other substances.
- F. Abuse of leave policies, including excessive use of sick leave.
- G. Violation of District ordinance(s), rules or regulations.
- H. Falsification of time records or failure to execute on a timely basis.
- I. Theft or embezzlement from the District or from other District employee(s), or District patrons.
- J. Failure or refusal to report to work in neat, clean clothing or uniform.
- K. Negligent or unsafe conduct or operation of equipment or vehicles at, or in the course and scope, of employment.

- L. Use of offensive, harassing, obscene or abusive language or conduct with the public, employees and Commissioners, lessees and contractors and/or other visitors and persons on business with the District.
 - M. Loss of employment-required licenses or certificates.
 - N. Falsification of employment application or records.
 - O. Excessive number of absences or tardiness in reporting for duty and/or unauthorized or excessive absence from assigned duties.
 - P. Sexual harassment.
 - Q. Intentional or negligent act or omission or failure to observe, safety rules and regulations which adversely affects or threatens the safety of the employee, others, facilities, or equipment.
 - R. Unauthorized use of District employees, time, materials or equipment for personal activities.
 - S. Leaving work area, job assignment or departing during working hours without proper authorization.
 - T. Willful destruction or defacement of District property, or another person's private property while employee is on duty.
 - U. Misuse or unauthorized use or alteration without Management approval, of the District's computer system(s), including any programs and/or equipment and/or data.
 - V. Accepting favors or gratuities in return for services required to be performed as a part of the employees' official duties or responsibilities.
 - W. Use of an employee's official position for personal gain or advantage.
 - X. Violation of District Policies, including those involving workplace violence.
 - Y. While on duty, causing malcontent within the District, it's operation, or general disruption of the normal functions of the Port.
 - Z. While on duty, aggressive or antagonistic attitude or behavior against other employees, supervisors, the public, lessees or management/Commissioners.
 - AA. Use of any type of behavior or actions, including words, that can be reasonably interpreted as threats against any other person while on duty, or on District property.
 - BB. Failure to abide by the District's Social Media Policy and the Internet and Email Use Policy.
- 44.2.1 All employees shall strictly observe the District's prohibition against bringing, possessing, or storing intoxicating liquors, illicit drugs, or other such substances in or about District buildings, work sites, vehicles, vessels, equipment or other facilities, except as otherwise provided by law. Violation of this sub-section may result in immediate disciplinary action, including termination.
- 44.2.2 There shall not be any cigarette, pipe or cigar or similar substance smoking in the District's office buildings, maintenance yard, maintenance yard buildings, vehicles, other equipment or in any work area where smoking could result in hazardous conditions, except in certain designated areas.

44.3 PROGRESSIVE DISCIPLINE PROCEDURES:

- A. In order to provide a fair method of disciplining employees, the following progressive disciplinary procedures shall normally be taken when disciplinary action is necessary, except in the case of immediate disciplinary action, as stated in the section of this Agreement entitled IMMEDIATE DISCIPLINARY ACTION. Progressive discipline must be timely and should follow, as closely as possible, the incident requiring the disciplinary action.
- B. Department heads shall administer discipline for the employees in his/her department and make all determinations concerning the discipline of said employees.
- C. The Harbor Manager shall administer and make determinations concerning the discipline of Department Heads.
- D. The only disciplinary determinations, which are subject to the Grievance Procedures as outlined in this document, are final decisions respecting:
1. Suspension without pay.
 2. Demotion; and
 3. Termination.
- E. Disciplinary Steps:
1. **ORAL WARNING:** On the first occurrence of acts or omissions giving a ground for discipline, the employee's supervisor will give the employee an oral warning concerning the act or omission.

NOTE: A written warning may be given in this step if so determined by the supervisor and severity of the situation.
 2. **WRITTEN WARNING:** On a subsequent occurrence of the same or similar act or omission by the employee, the employee's supervisor will give the employee a written warning that should include the following:
 - a. Statement of the problem or concern.
 - b. The desired improvement.
 - c. Suggestions as to how to improve.
 - d. Provisions for assisting the employee when applicable.

Said written warning shall indicate that repetition of the same or similar act or omission can result in further disciplinary action.
 3. **DISCIPLINARY ACTIONS:** Upon subsequent occurrence of the same or similar act or omission by the employee, the employee's supervisor may inform the employee in writing of his/her intent to do one of the following:
 - a. Suspend the employee without pay for a period of up to thirty (30) calendar days (the employee will not be eligible to use his/her vacation time, sick leave or compensatory time off during any period of suspension under this policy).

- b. Demote the employee to the next lower step.
- c. Terminate the employee.

The written notice to the employee from the supervisor shall include a statement of the reasons for the proposed disciplinary action.

- 5. **RIGHT OF APPEAL:** Employees shall have the right to appeal proposed discipline in writing and within five (5) working days, to the Harbor Manager. Such appeal shall state the basis for his/her appeal of the supervisor's decision. The Harbor Manager shall hold a hearing on the appeal within (5) working days after receipt of the employee's appeal and shall issue a written decision within seven (7) working days of such hearing. If the Harbor Manager decides to affirm the supervisor's proposed disciplinary action, it shall be imposed effective the working day following the date of the Harbor Manager's decision. If the employee fails to give a notice of appeal to the Harbor Manager within the required five (5) working days, the discipline shall be imposed. Employees shall have the right to appeal the imposed discipline in accordance with Section 47.2, Step 3.

44.4 IMMEDIATE DISCIPLINARY ACTION:

The following special situations shall apply in conjunction with Section 46.0 (Disciplinary Process):

- A. **Failure to come to work:** An employee who fails to appear for work without reasonable explanation and justification for a continuous period of three (3) working days shall be subject to termination effective on the first working day of said continuous period. Such termination shall be deemed a voluntary termination.
- B. **Intoxicating liquors, drugs or substances:** On the first occasion, the employee shall be given an opportunity to seek professional counseling and/or treatment and a written warning will be placed in his/her personnel file. The employee shall not be placed on administrative leave without pay, but may use sick leave, compensatory time off, and annual leave, in that order, while seeking professional counseling and/or treatment. A letter from the provider of the professional counseling and/or treatment must be received by the Harbor Manager prior to the employee returning to work and must state the nature of the treatment or counseling, the extent or degree to which the employee has recovered, the fact that the employee is recovered sufficiently to return to work, any limitations to be imposed on the employee while at work, and any further treatment or counseling required, including timing and extent. The employee may be allowed to return to work providing that the professional counselor or treatment provider's requirements or stipulations can be met by the District without any adverse effect on District operations, objectives, and/or safety. On a second occasion the employee shall be immediately suspended or terminated at the sole discretion of the Harbor Manager. If the employee refuses to seek counseling or treatment on the first or subsequent occurrence, the employee will be immediately terminated and the

District shall not be held liable except for unpaid accrued wages or compensatory time or other benefits for which the employee is entitled under the terms of this Agreement.

- C. Impact on Health, Safety and Welfare: Any discipline which, in the judgment of the Harbor Manager, must be imposed immediately to protect the health, safety or welfare of the community or other District employees, may be immediately imposed without requiring implementation of the pre-disciplinary procedures of this Agreement. Such discipline may be implemented within five (5) working days of the employee's action, if known by the District, otherwise within five (5) working days from the date that the District has knowledge of such action.

45.0 PERSONNEL FILES:

- A. Inspection of files: Employees shall have the right to examine those materials in their personnel files, which may affect the status of their employment. Employees shall be given copies of those records, upon verbal or written request, however, the request shall be kept to a reasonable amount. All inspections shall take place at the District's office. Personnel files shall not be allowed out of the District's offices.
- B. Comments and review: An employee shall have the right to have his/her own written comments attached to any such item placed in his/her file.
- C. Documentation of oral warnings shall be removed and destroyed from an employee's personnel file after each annual performance evaluation unless the employee has received a written warning for the same or similar occurrence. Written warnings shall be removed and destroyed from an employee's personnel file after three (3) years provided no additional report has been issued during the intervening period. However, materials in an employee's personnel files relating to suspension or demotion which have become final will be removed and destroyed after five (5) years if no other suspension or demotion has occurred during the five (5) year period, except those involving charges of a criminal nature. (Records of demotion not caused for disciplinary reasons, but caused by layoff or reorganization, shall be retained in the personnel files indefinitely.)
- D. Authorization to examine files: Employees shall have the right to authorize, in writing, a representative to examine those items in their personnel files which may affect the status of their employment.

46.0 GRIEVANCE PROCEDURES:

DEFINITION: A grievance is a claimed violation, misapplication, or misinterpretation of a specific term of this MOU and personnel policies, procedures and guidelines, which adversely affects the grievant. Claimed violations of the Management Rights clause or Anti-Discrimination clause are not grievable.

46.1 REPRESENTATION AND TIME TO FILE:

The Union may represent the employee at any level of the process. Grievances must be filed within five (5) working days of the incident(s) or occurrence(s) about which the employee

claims to have a grievance and shall be processed as outlined in the procedure section of this agreement. In any one or more of the following steps, Union representatives shall honor and observe all warning signs and restricted or limited use areas. Union representatives shall not interfere with operations of the District or its lessees, consultants, contractors, employees or commissioners, or other persons visiting or using District facilities, except as provided in the following steps.

46.2 STEPS FOR GRIEVANCE PROCEDURES:

Step # 1:

The Union Steward or employee with or without the Steward shall present the grievance orally to the aggrieved employee's immediate supervisor. The parties shall attempt to resolve the grievance through discussion with their immediate supervisor without undue delay. Every effort shall be made to find an acceptable solution at the lowest possible level of supervision. If, after such discussion, the employee does not believe the grievance has been satisfactorily resolved, the Union shall reduce the grievance to writing, within five (5) working days after the employee or Union had knowledge or should have had knowledge of the occurrence or failure of occurrence of the incident on which the grievance is based, or it shall be waived. The Supervisor shall respond to the grievance in writing within seven (7) days of the Union's submission of the grievance to him/her.

Step # 2:

If, after receipt of the written decision of the supervisor, the employee is still dissatisfied, he/she may appeal the decision of the supervisor in writing, to the Harbor Manager or delegate within seven (7) working days after the receipt of the written decision of the supervisor, or it shall be waived. The Harbor Manager or delegate shall hold a hearing on the grievance within five (5) working days after he/she received it and shall issue a written answer thereto within seven (7) working days after the hearing has been completed.

Step #3:

If, after receipt of the written decision of the Harbor Manager, the grievance is still unresolved, the employee may appeal the decision to a non-binding arbitration process, which shall be mutually agreed upon by the District and Union. The parties shall split equally all costs associated with arbitration.

Step # 4:

If, after receipt of the written decision of the non-binding arbitration procedure, the grievance is still unresolved, the employee may appeal the decision to the Harbor Commission in Closed/Open Session as mutually agreed. The Harbor Commission shall schedule a hearing or appoint a hearing committee or delegate concerning the matter. The hearing shall take place at the next regularly scheduled Board meeting or otherwise within ten (10) working days of receipt of the appeal. After hearing and reviewing the committee's or delegate's report, the Harbor Commission shall render a decision on the appeal within five (5) working days. The Board of Commissioners may hear the appeal or by Resolution, Board Order, or Ordinance, refer all grievances submitted to them to such other person or body as they deem

necessary for hearing. The Board of Commissioners shall further determine whether or not the decision reached by such other person or body shall be final and binding or advisory in nature. The Board of Commissioners' decision shall be final and binding in all cases.

47.0 MINIMUM WORK WEEK:

Nothing in this Agreement shall be construed to be a guarantee of a minimum work week for any employee.

48.0 TERM OF AGREEMENT:

This Agreement shall become effective on July 1, ~~2018~~2021, and shall remain in effect through -June 30, ~~2021~~2023.

If either party wants to renegotiate a successor agreement, such party shall serve upon the other by March 1, ~~2021~~2023, its written request to re-open the Agreement as well as its written proposals to amend this Agreement. Upon receipt of such written notice and receipt of the proposals, negotiations shall begin no later than April 1, 2021~~2023~~. This agreement may be opened at any time the state budget has significant impacts to the District's budget.

49.0 NO STRIKE CLAUSE:

- A. During the term of this Agreement, there will be no concerted strike, sympathy strike, work stoppage, slow down, obstructive picketing, informational picketing, or concerted refusal or failure to fully and faithfully perform job functions and responsibilities, or other concerted interference with the operations of the District by any employee. The Union shall ensure compliance by its members and itself with this no strike clause.
- B. Any employee concertedly violating this article may be subject to disciplinary action up to and including discharge, and/or may be considered to have automatically resigned from the District's employment.

50.0 COST REDUCTION PROGRAMS:

During the term of this Agreement, the Union will support Management in developing cost effective programs. Such programs may include reduced services and/or the leasing or subcontracting of District services to other parties after these concepts are studied by Management, and with such application as may be approved by Management. Any reduction in force resulting from these programs shall follow procedures in the section of this Agreement entitled LAYOFFS.

51.0 AUTHORIZED AGENTS:

For the purpose of administering the terms and provisions of this Agreement:

- A. Management's principal authorized agent shall be:

~~Andrea Lueker~~John D'Ornellas, Interim Harbor Manager
Port San Luis Harbor District

P.O. Box 249
Avila Beach, California 93424
Telephone: (805) 595-5400 FAX: (805) 595-5404

B. The Union's principal authorized agent shall be:

Field Representative
SEIU, Local 620
114 Vine Street
Santa Maria, CA 93454
Telephone: (805) 963-0601 FAX: (805) 614-7620

52.0 SAVINGS CLAUSE:

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into a meet and confer session for the sole purpose of arriving at a mutually satisfactory replacement for such provision within a thirty (30) day work period. If no agreement has been reached, the parties agree to invoke the provision of impasse.

FOR THE DISTRICT:

FOR THE UNION:

Jim Blecha, President
Board of Harbor Commissioners

Darryl Scheck
Field Representative

Mary Matakovich, Vice President
Board of Harbor Commissioners

Jennifer Harley
Employee Representative

John D’Ornellas
Interim Harbor Manager

Troy Lindwall
Employee Representative

Kristen Stout
Harbor Business Manager

Robert Macleod
Field Representative

Bill Gaalswyk
Employee Representative

DATED: _____

DATED: _____