

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**OXNARD HARBOR DISTRICT**  
**AND THE**  
**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721**

**Commencing July 1, 2008 and expiring June 30, 2011**

**2008-2011**  
**MEMORANDUM OF UNDERSTANDING**  
**TABLE OF CONTENTS**

	<u>PAGE</u>
ARTICLE 1.01	PARTIES OF MOU 1
ARTICLE 1.02	IMPLEMENTATION, RATIFICATION 1
ARTICLE 1.03	RECOGNITION 1
ARTICLE 1.04	SCOPE OF REPRESENTATION 2
ARTICLE 1.05	SENIORITY 2
ARTICLE 1.06	MANAGEMENT RIGHTS 2
ARTICLE 1.07	HOURS OF WORK 3
ARTICLE 1.08	OVERTIME AND COMPENSATORY TIME BANK 6
ARTICLE 1.09	CONFLICT OF MOU AND DISTRICT ADMINISTRATIVE POLICY 7
ARTICLE 1.10	VALIDITY OF MOU 8
ARTICLE 1.11	SALARIES AND WAGES 8
ARTICLE 1.12	ACCESS TO PREMISES 10
ARTICLE 1.13	BULLETIN BOARDS 10
ARTICLE 1.14	REDUCTION/JOB SECURITY 11
ARTICLE 1.15	PERSONNEL FILES AND AVAILABILITY OF DATA 11
ARTICLE 1.16	NO STRIKE OR LOCKOUT 12
ARTICLE 1.17	FAIR SHARE AGREEMENT/DUES AND CONTRIBUTION CHECK-OFF 13
ARTICLE 1.18	GRIEVANCE PROCEDURE 14
ARTICLE 1.19	ARBITRATION 15
ARTICLE 1.20	NOTICES 16
ARTICLE 1.21	BEREAVEMENT LEAVE 16
ARTICLE 1.22	JURY DUTY/WITNESS DUTY 16
ARTICLE 1.23	HEALTH & WELFARE INSURANCE 17
ARTICLE 1.24	LEAVE WITHOUT PAY 18
ARTICLE 1.25	VACATION 19
ARTICLE 1.26(A)	SICK LEAVE 21
ARTICLE 1.26(B)	MILITARY LEAVE-ACTIVE DUTY 21
ARTICLE 1.26(C)	TEMPORARY MILITARY DUTY OR RESERVE TRAINING 23
ARTICLE 1.26(D)	WEEKEND TRAINING FOR NATIONAL GUARD OR MILITARY RESERVE 23
ARTICLE 1.27	HOLIDAYS 24
ARTICLE 1.28	REST PERIODS 25
ARTICLE 1.29	RETIREMENT PROGRAM 25
ARTICLE 1.30	STANDARDS OF CONDUCT 26
ARTICLE 1.31	SAFETY AND HEALTH 26
ARTICLE 1.32	DRUGS, ALCOHOL AND MEDICATION 27
ARTICLE 1.33	FIREARMS 27
ARTICLE 1.34	ASSAULT 27
ARTICLE 1.35	SEARCHES 27
ARTICLE 1.36	UNIFORMS AND SAFETY EQUIPMENT 28
ARTICLE 1.37	WORK OUTSIDE OF ASSIGNED CLASSIFICATION 29
ARTICLE 1.38	HARASSMENT/MUTUAL RESPECT 29

ARTICLE 1.39	NO DISCRIMINATION	30
ARTICLE 1.40	TUITION REIMBURSEMENT	30
ARTICLE 1.41	TRANSPORATION WORKER IDENTIFICATION CARD	31
ARTICLE 1.42	TERM OF MOU	31

Exhibit "A" .....2008-2011 Units

Exhibit "B"..... Wage Rates Effective:  
July 1, 2008  
July 1, 2009  
July 1, 2010

Exhibit "C" .....Employee Evaluation Report

Exhibit "D" .....Dental Plan

2008-2011

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
OXNARD HARBOR DISTRICT  
AND THE  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721,**

**ARTICLE 1.01 PARTIES OF MOU**

This Memorandum of Understanding (MOU) has been entered into between the **OXNARD HARBOR DISTRICT** (hereinafter referred to as **District**), and the **SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721**, (hereinafter referred to as the **SEIU Local 721**), on behalf of the employees occupying the job classifications as set forth in Exhibit "A" which is attached hereto and made a part thereof.

**ARTICLE 1.02 IMPLEMENTATION, RATIFICATION**

This MOU constitutes a joint recommendation between the parties hereto to be submitted to the Board of Harbor Commissioners for its determination and implementation by one or more resolutions as it may see fit and proper. It is agreed that this MOU is of no force and effect until so acted upon by the Board of Harbor Commissioners and ratified by the employees in the represented units. Any District policies or practices, within the scope of representation, not amended by this or subsequent agreements remain in full force and effect. However, for convenience and clarity, the parties have also included herein certain provisions already contained in existing ordinances, resolutions, and policies of the District on matters pertaining to employer-employee relations. Therefore, it is the intent of the parties that the recommendations set forth herein should be implemented by the Board of Harbor Commissioners only to the extent necessary to effect the changes expressly provided herein for employees occupying the job classifications as set forth in Exhibit "A".

**ARTICLE 1.03 RECOGNITION**

The Service Employees International Union Local 721 is hereby recognized as the exclusive recognized employee organization for those employee members occupying the job classifications as set forth in Exhibit "A".

**ARTICLE 1.04**

**SCOPE OF REPRESENTATION**

Scope of representation of the recognized employee organization shall include all matters relating to employment conditions and employer-employee relations, including wages, hours, and other terms and conditions of employment; except, however, that the scope of representation shall not include consideration of the merits, necessity, organization of any service, or activity provided by law or executive order.

**ARTICLE 1.05**

**SENIORITY**

Seniority, as herein used, shall be defined as the last date of hire within the District.

**ARTICLE 1.06**

**MANAGEMENT RIGHTS**

A. The parties hereto recognize and agree that the District retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of California and of the United States. This does not preclude SEIU Local 721's right to file a grievance over the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

B. The parties hereto recognize and agree that the District's powers, rights authority, duties and responsibilities include the exclusive right to manage, plan, staff, organize, direct, and control the performance of District services and the employee's functional duties and responsibilities in performing such services except that the District shall not require District employees to perform work of contractors engaged by the District.

C. The District maintains the exclusive right to establish and change performance standards; to introduce new or improved methods of operation; and to otherwise take any action necessary to increase efficiency and productivity.

D. When an emergency or disaster occurs, the District shall notify and consult with SEIU Local 721 but does not relinquish its rights to operate in a manner commensurate with emergency or disaster procedures. The District retains the rights to amend, modify, or suspend certain policies and practices including those outlined in this Memorandum of Understanding in cases of natural or manmade disaster or other similar significant interruption of District operations.

E. Nothing in this Article shall preclude SEIU Local 721's right to meet and confer over those changes and the effects of those changes on bargaining unit employees.

## ARTICLE 1.07

## HOURS OF WORK

A. WHARFINGERS. The Wharfingers work week is a flexible work schedule in accordance with Paragraph F which consists of forty (40) hours within a work week with at least three (3) consecutive days off. Wharfingers are assigned to ten (10) hour watches with a half hour working meal break. Wharfingers may be required to work any of three (3) watches according to District's needs as follows:

WATCH #1 - 2130 to 0730 hours daily (The first two and one-half (2 ½) hours of the Watch on the previous day is considered only as part of the same day as the majority of the Watch.)

WATCH #2 - 0700 to 1700 hours daily

WATCH #3 - 1300 to 2300 hours daily

Wharfingers may also be assigned to non-ten hour watches. Those Wharfingers so assigned to non-ten hour watches will be notified with the watch schedule in accordance with this MOU. District shall make every effort to provide at least seven (7) calendar days advance notice of any modifications and changes to the approved watch schedule. A Wharfinger shall not be required to work more than fifteen (15) hours in any twenty-four (24) hour period measured from the time of commencement of work. If a Wharfinger should work more than ten (10) hours, then a second half-hour meal break shall be scheduled. The second meal break period may be waived by mutual agreement of the Wharfinger and his/her designated supervisor.

When assigning watches, seniority, special skills, and ability shall be considered. A "watch" means the performance of Wharfinger duties for an assigned work shift. If two (2) or more Wharfingers seek the same shift, the Wharfinger with most job seniority shall be assigned the watch.

Watch #2 (0700-1700) will be scheduled to be staffed with two Wharfingers Monday through Thursday, assigned in locations and with duties to be specified by District.

There shall be no rotation of watches, except with the agreement of the Labor/Management Committee. Relieving of watches for absences, illness and vacations are not considered rotation.

Watches shall be regular and recurring. Where the Supervisor finds that a change of watch represents a hardship on an employee, the Supervisor shall make every effort to assign the employee to an alternative watch. If the Supervisor is unable to accommodate the request, then the Supervisor shall notify the employee in writing as soon as possible as to the reasons that the request cannot be accommodated.

The term "Wharfinger" includes Wharfinger Trainees except Wharfinger Trainees may be subject to rotation approximately every ninety (90) calendar days. As part of a Wharfinger Trainee's training program, the Supervisor may only assign a Wharfinger Trainee as the only Wharfinger on a watch provided that the Wharfinger Trainee has successfully completed at least ninety (90) calendar days of training at the District and such assignment shall not exceed thirty (30) cumulative days worked.

In the event a Wharfinger Trainee is assigned as the only Wharfinger on a watch for a period in excess of thirty (30) days, then the Wharfinger Trainee shall be entitled to be paid in accordance with Article 1.37 of this MOU for every day in excess of thirty (30) cumulative days worked as the only Wharfinger on duty. Regardless of work assignments during the training program, a Wharfinger Trainee shall be promoted to Wharfinger only in accordance with Article 1.11 of this MOU.

B. MAINTENANCE WORKERS. The Custodian/Maintenance Worker shall work a forty (40) hour week, with at least two (2) consecutive days off. The normal work week for the Custodian/Maintenance Worker shall be 0600 hours to 1430 hours Monday through Friday. A one-half hour meal break (non-paid time) at a time designated will be provided.

The normal work week for Maintenance Workers including Trainees shall be 0700 hours to 1730 hours on a schedule consisting of four (4) consecutive ten (10) hour days with three (3) consecutive days off. The workforce (Maintenance Unit) shall be divided to provide maintenance services Monday through Friday. A one-half hour meal break (non-paid time) at a time designated will be provided.

The normal work week for the Maintenance Leadworker shall be 0700 hours to 1600 hours Monday through Friday. A one-hour meal break (non-paid time) at a time designated will be provided.

In addition, the District may adjust employee work schedules up to six (6) times a year to provide coverage on Saturdays for special projects, providing the District gives the employees fourteen (14) days notice of the change. This change will not result in overtime payment unless the employee exceeds forty (40) hours of compensation in the work week.

The District reserves the right to implement a Flexible/Alternative Work Schedule in accordance with Paragraph F of this Article. In the event that the "Flexible/Alternative Work Schedule" presents a hardship to any employee, the affected employee may provide a written request to maintain or modify the work schedule to avoid the hardship. Where the Supervisor finds that a change of work schedule does represent a hardship on an employee, the Supervisor shall make every effort to assign the employee an alternative work schedule. If the Supervisor is unable to accommodate the request, then the Supervisor shall notify the employee in writing as soon as possible as to the reasons that the request cannot be accommodated. When assigning work hours, seniority, special skills, and ability shall be considered.

C. OFFICE WORKERS. Office Workers shall work a forty (40) hour week within the work week, with at least two (2) consecutive days off. One-hour meal breaks (non-paid item) will be provided. The normal workday shall be assigned in writing by the District monthly, with changes announced at least seven (7) calendar days in advance. The District reserves the right to implement a Flexible/Alternative Work Schedule in accordance with Paragraph F of this Article. If the "Flexible/ Alternative Work Schedule" presents a hardship to any employee, the affected employee may provide a written request to maintain or modify the work schedule to avoid the hardship. Where the Supervisor

finds that a change of work schedule does represent a hardship on an employee, the Supervisor shall make every effort to assign the employee an alternative work schedule. If the Supervisor is unable to accommodate the request then the Supervisor shall notify the employee in writing as soon as possible as to the reasons that the request cannot be accommodated.

D. PART-TIME EMPLOYEES. Part-time Employees may be engaged by the District on a basis that is satisfactory to the District and to the employee, providing Part-time Employees are not used to permanently replace full-time employees.

E. TEMPORARY TRANSFER. Nothing contained herein shall prohibit the District from temporarily transferring an employee who has special skills, abilities or knowledge to where such attributes are required.

F. FLEXIBLE/ALTERNATIVE WORK SCHEDULES. District may implement non-eight hour shifts or watches (called "flex-time") to the full extent permitted by law and in accordance with this MOU. When the District finds it necessary to implement flextime or an alternate work schedule, District shall notify SEIU Local 721 indicating the proposed change prior to its implementation.

G. ASSIGNED WORK IN OTHER LOCATIONS. If an employee is assigned to work in a location away from the District, travel time from and returning to the District will be considered time worked.

H. VOLUNTARY WATCH SUBSTITUTION. Within the scope of this provision, two District employees within the same employment job classification may voluntarily agree, with the approval of the District, to substitute for one another during scheduled work hours. In such case, neither employee is entitled to overtime compensation. Employees in the classification of Wharfinger and in the classification of Maintenance Worker may utilize substitutions or trade time in scheduling work hours under the following guidelines and conditions:

- a. Prior written approval must be obtained from the employees' Supervisor.
- b. The employees requesting the trade are responsible for submitting a written request containing the specific dates, times, and names of the employees involved. The written request must be signed by all involved employees. Approval will only be considered for specific dates, i.e. no open ended trades.
- c. The employee not fulfilling his agreed to obligation with the trade is solely responsible for reimbursing the District in any event that overtime pay is required to provide staffing for an approved trade shift.
- d. Trade days are to be indicated on the time sheets as: T/W for trade day worked and T/O for trade day off. A notation in the comments section of the time card is required.



e. All matters of holiday pay, as referred to in Article 1.08 C, or any variation of pay are the responsibility of the employees involved.

I. CALLBACK MINIMUM. Employees who have completed their scheduled work shift for a day and who have left the District's premises and who are then called to return to work, or who are not scheduled to work on a particular day are called to work are guaranteed a minimum of four (4) hours of pay.

J. TIME RECORDING SYSTEM – The Employer has the right to implement a time recording system. All non-exempt employees shall use the designated time recording equipment at the start and end of each workday and at the start and end of their lunch breaks. Specifically, employees must clock in prior to the start of their work shift and be ready to begin work at their work assignments at the starting time of the shift and clock out at the end of their work shift.

Employees who leave during their shift for an approved leave and then return to work must clock out when they leave and clock in again when they return to work.

No one may use another employee's time recording device under any circumstance. Such an action is falsification of records and will result in disciplinary action up to and including termination of employment. In addition, failure to clock in and out will result in similar disciplinary action.

## **ARTICLE 1.08**

## **OVERTIME AND COMPENSATORY TIME BANK**

A. OVERTIME. Except for "flex-time" under Article 1.07, Paragraph F, all employees covered by this MOU shall be paid one and one-half (1½) times their prevailing straight time hourly wage rate for all hours worked in excess of their normal forty (40) hours in a work week. All time for which an employee is paid counts as time worked. For planned, schedule overtime and call-backs, overtime shall be distributed equally, based on seniority within each classification subject to the availability of each employee within each classification.

For unscheduled overtime, employees currently on duty or assignment may be given the overtime opportunities to complete the task requiring overtime without regard to seniority. For example, if a less senior employee is on duty and something arises that requires the employee to work overtime on that shift, the District cannot distribute this overtime on the basis of seniority.

Except as provided in this Article, the most senior employee shall have the first opportunity for overtime. No employee shall accumulate more than ten (10) hours overtime without the next senior and available employees being offered overtime.

B. COMPENSATORY TIME BANK. Employees may elect to receive compensatory time off in lieu of pay for overtime at the rate of one and one-half (1½) hours for each hour actually worked, to be accumulated up to one hundred (100) hours compensatory time-off (or 50 hours of overtime) during a contract year. On the last

payday in June, or prior to any increase in pay, whichever is earlier, all accumulated balances of compensatory time-off shall be reduced to no more than forty (40) hours and all excess hours accumulated shall be paid off based on the hourly straight time wage rates then prevailing. Employees shall elect compensatory time-off in lieu of overtime by indicating that election on the weekly time sheet submitted by the employee by the words "I elect compensatory time-off in lieu of overtime worked" or words to that effect. A "contract year" is the period from July 1 of one calendar year through June 30 of the next calendar year.

C. BANK OF HOLIDAY HOURS WORKED Holiday hours worked which receive one and one-half (1 1/2) times the straight time hourly rate of pay (Holiday Hours) are not overtime (hours) in accordance with Article 1.08 A (hours worked in excess of the normal forty (40) hours in a pay period). For employees actually working on a recognized holiday, the District shall credit an extra day of vacation or pay an extra day of straight time as requested by the employee (Article 1.27). For example, an employee whose normal work day is 8 hours per day, he or she will be credited 8 hours of vacation or receive 8 hours of straight time pay. An employee whose normal work day is 10 hours per day, he or she will be credited 10 hours of vacation or receive 10 hours of straight time pay.

Additionally, the employee working on the Holiday and entitled to receive one and one-half (1 1/2) times the straight time hourly rate of pay (Holiday Pay) will receive the pay unless the employee elects optional Compensatory Time off in lieu of the pay at the rate of one and one half (1 1/2) hours for each hour actually worked as outlined for overtime in Article 1.08 B. Requests for Compensatory Time off in lieu of the pay can only be made for the total hours worked on the Holiday. Requests for partial pay and partial Compensatory Time off will not be allowed.

## **ARTICLE 1.09                      CONFLICT OF MOU AND DISTRICT ADMINISTRATIVE POLICY**

It is understood and agreed that there exists within the District, in written form, certain personnel rules, policies, practices, and benefits generally contained in the District's administrative policy. In the event of proposed changes in the scope of representation to said administrative policy, SEIU Local 721 shall be advised for the purposes of enabling the District and SEIU Local 721 to meet and confer, as soon as possible, with respect to any such proposed changes to the extent that such proposed changes are within the scope of representation. With regard to bargaining unit employees only, the District shall not have the right to change the administrative policy when such change is expressly prohibited by specific provisions of this MOU without prior meeting and conferring with SEIU Local 721. The District does have the right to change said rules and/or regulations as they might affect other employees not covered by this MOU without prior meeting and conferring with SEIU Local 721.

A. Local 721 and employee Stewards shall be provided a copy of any proposed resolution or administrative policy that may affect the employee's wages, duties, description of duties, disciplinary procedures, or other matters affecting the terms of the

MOU. Such proposed resolutions or administrative policies shall be provided to Local 721 and Stewards at least 72 hours prior to the Board of Harbor Commissioners considering such changes or implementations.

B. Labor/Management Committee – The District agrees to meet, upon request, during working hours at least once a month, unless mutually waived, with Local 721 and employee Stewards or designated members on matters affecting MOU employees. The Labor/Management Committee shall consist of employee Stewards and an equal number of Management employees. An SEIU Local 721 representative may also attend any or all of the meetings. Agenda items shall be submitted to all members of the Committee at least twenty-four hours prior to the meeting. Scheduled meetings may be cancelled upon mutual agreement.

#### **ARTICLE 1.10                      VALIDITY OF MOU**

Should any portion of this MOU be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such portion of this MOU shall not invalidate the remaining portions hereof. They shall remain in full force and effect.

#### **ARTICLE 1.11                      SALARIES AND WAGES**

A. Employees occupying the job classifications, as set forth in Exhibit "A", shall be paid on the basis of a Step plan identified and attached as Exhibit "B".

B. Movement from step to step within the Step plan in each job classification (except Maintenance Trainee and Wharfinger Trainee) shall be based upon satisfactory performance as defined in Paragraph C below, and time in grade as hereinafter set forth. These provisions apply to both regular employees in any job classification and to employees transferred from one job classification to another job classification. New employees who are not employed in job classifications with trainee steps must remain in their original step for one year.

Any new employee placed in Step 2 or higher, or any employee transferred from one job classification to another, in a Step 2 or higher step shall not be promoted to the next scheduled step for one (1) year. An employee transferred from one job classification to another job classification at the same wage rate shall be promoted to the next step in the new classification on the one year anniversary of being promoted to the step the employee was promoted from, based on satisfactory performance during the past year. Except as provided above, promotion from one step to another shall occur annually (each one year) provided performance in the current step has been satisfactory. Maintenance Trainee and Wharfinger Trainee shall be placed in a two-step trainee program. Step 1 is a period of six (6) months. A Trainee will be promoted to Step 2 based on satisfactory performance for an additional six (6) months, at which time, if performance is satisfactory, a Trainee will be promoted to Step 1 of the Maintenance or Wharfinger class for one (1) year. Further promotions from one step to another shall occur annually (each one year) if performance in the current step has been satisfactory.

C. Except for Maintenance Trainees and Wharfinger Trainees, in assessing performance for step increases, the District shall evaluate each employee thirty (30) days prior to the date a scheduled step increase is due. For new employees, an initial evaluation will also occur after ninety (90) days of employment but shall not result in a salary increase. If an employee has performed in a satisfactory manner, but has not been evaluated in the manner stated above, then the employee will be entitled to have the appropriate step increase retroactive to the date the step increase was due. The Employee Evaluation Report to be used is attached as Exhibit "C".

An employee may be denied a step increase by the Executive Director if:

- a. During the interval the employee had received disciplinary action and the employee's behavior has not improved;
- b. The employee is not rated Satisfactory or higher on Items #1 and #2 of Employee Evaluation Report attached as Exhibit "C".

If an employee is denied a step increase, the employee will be given ninety (90) days to correct the situation. At the end of the ninety (90) day period an interim evaluation will be conducted and upon the results of that evaluation the Executive Director may (1) continue to withhold step increase, if performance has not improved, or (2) grant step increase effective the date the interim evaluation was conducted. Whenever a step increase has been denied, the employee shall have the right to seek remedies through the grievance procedures established in Article 1.18 of this MOU.

D. Exhibit "B" Wage Rates, reflects wage rates for bargaining unit employees effective July 1, 2008, July 1, 2009 and July 1, 2010. For employees of the District hired after July 1, 2008, salary adjustments shall be made in accordance with the provisions set forth in a, b and c below. For new employees of the District after July 1, 2008, salary adjustments shall be made in accordance with the provisions of Paragraph B and C above. For employees of the District as of July 1, 2008, salary adjustments shall be as follows:

- a. Effective July 1, 2008, each employee currently in Step 5 will move to Step 6. Employees, except Wharfinger Trainees and Maintenance Trainees, in Step 1 through 4 will move to the next step. Any employee in the Wharfinger Trainee or Maintenance Trainee classification will be promoted from step to step as described in Paragraph B and C above.
- b. Effective July 1, 2009, employees in all job classification shall be promoted from their current step to the next step but not beyond Step 7 as described in Paragraph B and C above. Any employee in the Wharfinger Trainee or Maintenance Trainee classification will be promoted from step to step as described in Paragraph B and C above.
- c. Effective July 1, 2010, employees in all job classifications shall be promoted from their current step to the next step but not beyond Step 8 as described in Paragraph B and C above. Any employee in the Wharfinger

Trainee or Maintenance Trainee classification will be promoted from step to step as described in Paragraph B and C above.

E. The compensation provided for a person in any lead worker position, such as the Maintenance Leadworker, shall be that set forth in Exhibit B but it shall not be less than five percent (5%) above the top salary paid to any of his/her subordinates.

F. The District shall provide for automatic deposit of employee pay warrants to employee's bank of choice.

G. The District shall maintain the CalPERS 457 plan for employee's choice and voluntary participation.

#### **ARTICLE 1.12                    ACCESS TO PREMISES**

Reasonable access to employee work locations shall be granted officers of SEIU Local 721 and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such officers or representatives shall not enter any work locations without the prior consent of the Executive Director or his designated representative. Access shall be granted so as not to interfere with the normal operations of the department or with established safety or security requirements. Request for use of District facilities will indicate the date, time, and purpose of any general meeting for which the facilities are requested. Solicitation of membership and activities concerned with the internal management of SEIU Local 721, such as collecting dues, holding membership meetings, campaigning for office, conducting elections, distributing literature and other union business, shall be allowed during working hours as long as it does not disrupt normal business operations of the District.

#### **ARTICLE 1.13                    BULLETIN BOARDS**

SEIU Local 721 may use the District's bulletin board for conduct of SEIU Local 721's business and social events under the following conditions:

A. All materials must receive the approval of the Executive Director or designee.

B. All materials must be dated and must identify the organization that published them.

C. The actual posting of materials must be done by the District as soon as possible after they have been approved. Unless special arrangements are made, materials will be removed thirty (30) days after the publication date. Materials which the Executive Director considers objectionable will not be posted.

D. The Executive Director reserves the right to determine where bulletin boards will be placed and what portion of them are to be allocated to employee organization's materials.

E. If SEIU Local 721 does not abide by these rules, it may forfeit its right to have materials posted on the District's bulletin boards.

#### **ARTICLE 1.14                      REDUCTION/JOB SECURITY**

It is agreed that no employee represented by SEIU Local 721, by virtue of adoption of this MOU, shall suffer a reduction in wages and/or working conditions during the term of this MOU, unless such reduction is specifically provided for herein.

District shall not reduce or replace the current Maintenance Workers, Wharfingers, Clerical Unit and Custodian/Maintenance Worker during the term of the MOU. Further, the District and SEIU Local 721 agree to work together in support of technological changes and changes in the area of work assignments when needed. If necessary changes in the area of work assignments occur, a Labor/Management Committee will be established to review the changes and make recommendations to the District.

Notwithstanding the above, the District retains the right to discipline employees for cause in the manner provided by section 12411 of the District's Policy and Procedures for Administration of Employer-Employee Relations adopted by Resolution No. 928 and the provisions of section 12411 are incorporated herein by reference.

Further, the District retains the right to layoff bargaining unit employees hired after July 1, 2005 due to business necessity resulting from lack of work, lack of funds, abolishment of a position or reduction in service level as considered necessary by the District. The employee holding the position may be laid off or demoted. A layoff is not disciplinary action. A layoff may affect one or more departments and/or classifications as the needs of the District dictate.

The order of layoff shall be based from within the job classification to be affected and an employee's service time with District. Where the date of hire of two (2) or more regular employees to be affected is the same year, then seniority, special skills and abilities will be primary factors considered in selecting which employee will be retained.

#### **ARTICLE 1.15                      PERSONNEL FILES AND AVAILABILITY OF DATA**

A. PERSONNEL FILES. Every employee has the right to inspect the contents of his/her personnel file or may designate in writing a SEIU Local 721 representative to inspect the file. As specified under the State of California Labor Code Section 1198.5, the District shall make the contents of those personnel records available to the employee at reasonable intervals and at reasonable times. The review of personnel files shall not apply to: 1) records relating to the investigation of a possible criminal offense, 2) letters of reference, and 3) ratings, reports or records that were obtained prior to the employee's employment. No material relating to performance appraisal, letters of reprimand and accommodation, or disciplinary action shall be placed in the personnel file

of an employee without the employee first being given an opportunity to read such material. The employee shall acknowledge that he/she has read such materials by affixing his/her signature on the material to be filed with the understanding that, although such a signature indicates acknowledgment, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in his/her personnel file with an appropriate notation by the person filing it.

B. AVAILABILITY OF DATA. The District will make available to SEIU Local 721 such non-confidential information pertaining to employment relations as is contained in the public records of the District. Such information will be made available during regular office hours in accordance with the District's rules and procedures for making public records available after payment of reasonable costs, where applicable. Nothing herein shall be construed to require disclosure of records that are:

- a. Personnel, medical, and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy or be contrary to merit system principles, unless authorization by the individual employee is obtained.
- b. Working papers or memoranda that are not retained in the ordinary course of business or any public records available which clearly outweigh the public interest served by disclosure of the record.
- c. Records pertaining to litigations to which the District is party, or claims or appeals that have not been settled.
- d. Records pertaining to an internal investigation involving active, former, retired or deceased District employees.
- e. Nothing in this rule shall be construed as requiring the District to do programming or assembly of data in a manner other than usually done by the District.

## **ARTICLE 1.16                      NO STRIKE OR LOCKOUT**

The District agrees not to engage in any lockout of employees represented by SEIU Local 721 during the term of this MOU. Participation by any employee in a strike or work stoppage that constitutes a breach of this MOU may subject the employee to disciplinary action, up to and including discharge. During the term of this MOU no employee, organization, its representatives, or members shall engage in, cause, instigate, encourage, or condone a strike, sympathy strike, work stoppage, or work slowdown or sick-outs of any kind. Employees shall not strike as long as the District adheres to the terms and conditions of this MOU. If employees do strike and the District has not violated this MOU, then such strike shall be a breach of this MOU. If SEIU Local 721, its representatives, or members engage in, cause, instigate, encourage, or condone a strike, work stoppage, or slowdown of any kind, in addition to any other lawful remedies or disciplinary actions, the District's Executive Director may prohibit the use of bulletin

boards, prohibit the use of District facilities, and prohibit access to former work or duty stations by SEIU Local 721. As used in this Section, "strike" or "work stoppage" means a concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the absence in whole or in part from the full, faithful performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment. Any decision of the Executive Director, made under the provisions of this Section, may be appealed to the Board of Harbor Commissioners in accordance with the employee relations policy enacted by the Board of Harbor Commissioners adopted Resolution No. 928 as amended. No employee need cross a bona fide picket line if his or her physical health or safety will be jeopardized by so doing.

## **ARTICLE 1.17 FAIR SHARE AGREEMENT/DUES AND CONTRIBUTION CHECK-OFF**

### **A. FAIR SHARE AGREEMENT.**

The parties agree to implement this Article of the MOU in conformity with California Government Code Section 3502.5 and as provided in this Article.

a. . Within ten (10) calendar days of new employment with the District, unit employees who choose not to become members of the SEIU Local 721 shall be required to pay to the SEIU Local 721 a representation service fee that represents such employee's proportionate share of the SEIU Local 721's cost of legally authorized representational services, on behalf of unit employees in their relations with the District. Such representation service fee shall in no event exceed the standard initiation fee, periodic dues and general assessments paid by unit members who are members of the SEIU Local 721 for the duration of this MOU, or a period of three (3) years from the effective date of this Article, whichever comes first. Employees employed after the effective date of this Article shall be subject to its terms upon becoming an employee of the District. As provided for in Government Code Section 3502.5(c), any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee supporting organizations shall not be required to join or financially support any public employee organization as a condition of employment but shall pay the sums in lieu of periodic dues, initiation fees, or agency shop fees, the sums specified to a non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee and provide proof of such payment on a monthly basis to the District.

b. Nothing herein shall be construed to modify employees' rights to revoke the agency shop provision of this Memorandum of Understanding pursuant to the procedures set forth in Government Code Section 3502.5(d). The representation service fee arrangement provided by this Article may be rescinded by majority vote of all employees represented by SEIU Local 721 provided that a request for such vote is supported by



petition containing the signatures of at least thirty percent (30%) of the employees represented by Local 721. Such vote may be taken at any time during the term of this Memorandum of Understanding but in no event shall there be more than one vote taken during such term. All employees in the bargaining unit shall be eligible to vote.

c. SEIU Local 721 shall make available to unit employees required to pay a representation service fee under this Article, at its expense, an escrow and administrative appeals procedure for challenging the amount of the fee that complies with the requirements of applicable law.

d. SEIU Local 721 agrees to fully indemnify the Oxnard Harbor District and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the District under this Article, and to reimburse the District for its costs in defending against any such claims, proceedings or liability.

B. **DUES.** The District shall, during the life of this MOU, deduct from the employee's salary monthly dues of each employee in the recognized representative unit who has furnished the District with an individual written authorization, revocable and subject to the terms of employer-employee relations policy. SEIU Local 721 shall indemnify the District and defend at its expense against any liability, claim, demand, judgment, or loss from any lawsuit filed by any employee or group of employees in connection with this check-off provision. The District agrees to remit such deductions to SEIU Local 721 monthly. Any request by any employee to begin deducting SEIU Local 721 dues, to cease deducting such dues, to change the amount of such dues deducted, or any other request by SEIU Local 721 to change the amount of the dues being deducted shall be effective only in the pay period following the pay period in which such request is received by the District.

C. POLITICAL ACTION OR OTHER VOLUNTARY CHECK-OFF PAYMENT TO SEIU LOCAL 721. The District shall, upon receipt of an individual written request on a form approved by the District and signed by the employee covered by the MOU, deduct each pay period from such employee's wages the amount specified in such request and forward the full amount thus deducted to SEIU Local 721. SEIU Local 721 shall indemnify the District and defend at its expense against any liability, claim, demand, judgment, or loss from any lawsuit filed by any employee or group of employees in connection with this check-off provision.

## **ARTICLE 1.18**

## **GRIEVANCE PROCEDURE**

A. PURPOSE OF RULE. To promote improved employer-employee relationships by establishing procedures through which an employee may have his/her complaint heard and decided in an orderly manner. To provide that grievances shall be settled as near as possible to the point of origin.

B. MATTERS SUBJECT TO GRIEVANCE PROCEDURE. For the purpose of this rule, a grievance shall be defined as a dispute about the application, interpretation or practical consequences of this MOU. All other matters within the scope of representation not otherwise referenced by this Article or by a specific Article of this MOU, including, but not limited to: appeals from discipline; claims of illegal discrimination; or a dispute over the application, interpretation or practical consequences of a District Policy, or regulation shall be adjudicated through District Resolution No. 928, Section 12411.

C. INFORMAL LEVEL. An employee who believes that the MOU has been violated must first try to resolve the grievance through discussion with his immediate supervisor. It is the employee's responsibility to bring the grievance to his supervisor's attention within ten (10) calendar days from the date the alleged grievance occurs, or within ten (10) calendar days of the time when the employee should reasonably become aware of the event giving rise to the alleged grievance. If, after this discussion, the employee believes the matter is not satisfactorily resolved, he may, within five (5) calendar days from the date of the discussion file a formal grievance with the Executive Director.

D. FORMAL LEVEL. A grievance unresolved under the informal step may be submitted in written form to the District's Executive Director. The Executive Director, or his designated representative, shall within ten (10) calendar days of receipt of the grievance discuss the grievance with the employee and his designated representative, if any. The Executive Director shall give his written decision to the employee and representative, if any, within fifteen (15) calendar days after receiving the grievance.

E. TIMELINESS. If an employee fails to respond within the designated time frames, the grievance shall be deemed withdrawn. If the District fails to respond within the designated time frames, the employee may advance to the next step of the grievance procedure.

## **ARTICLE 1.19                      ARBITRATION**

Grievances, which may be processed through the procedures set forth in this Article, shall be limited to those which have not been settled under the provisions and definitions as set forth in Article 1.18, above. Grievances which are not settled pursuant to the grievance procedure herein shall be resolved in the following manner:

A. As soon as possible, and in any event, not later than fifteen (15) calendar days after either party received notice from the other for the desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said fifteen (15) calendar days, an arbitrator shall be selected from a list of five (5) arbitrators submitted by the State Conciliation Service or by such other mutually agreeable neutral body by alternate striking of names until one remains. The party who strikes the first name from the panel shall be determined by lot.

B. Either the District or SEIU Local 721 may call any District employee as a witness or the District agrees to release said witness with pay.

C. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this MOU. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to them by the respective parties in the presence of each other.

D. Either party may be represented by legal counsel.

E. The parties shall pay their own expenses, except those of the arbitrator whose expenses shall be shared equally.

F. The decision of the arbitrator shall be final and binding upon the parties to the dispute.

G. No decision of the arbitrator shall require the exercise of the authority of the Board of Harbor Commissioners nor shall it contravene any existing District policy or state law.

#### **ARTICLE 1.20                   NOTICES**

Except as otherwise provided herein, the notices required pursuant to the provisions of this MOU shall be given by United States mail, postage prepaid, to the District at Post Office Box 608, Port Hueneme, California 93044; to SEIU Local 721 at 2472 Eastman Avenue, Unit 30, Ventura, California 93003-5775; and to the employee at his/her last known address. In lieu of mailed notices required to be given by SEIU Local 721, personal delivery of such notices may be made to the Executive Director. Notices shall be deemed for all purposes to have been given upon physical delivery thereof, or upon its deposit in the custody of said postal service. Addresses for notice may be changed from time to time by serving a notice pursuant to this paragraph.

#### **ARTICLE 1.21                   BEREAVEMENT LEAVE**

In the case of death within the immediate family of an employee, the employee will be granted forty (40) hours of bereavement leave with full pay within ten (10) days from the date of death. Immediate family shall consist of spouse, parents, grandparents, brothers, sisters, children, grandchildren of the employee or the spouse, or of any other significant person who maintains a spouse-like relationship with the employee.

#### **ARTICLE 1.22                   JURY DUTY/WITNESS DUTY**

Employees required to report for jury duty on a scheduled workday even if jury and/or witness duty does not coincide with assigned shift shall be granted a leave of absence from their assigned duties until released by the court. Compensation will only be paid if jury duty is performed on a date that coincides with the employee's workshift. While serving on a petit jury, such employees shall receive compensation from the District equal to the difference between their regular salaries and the amount received from the court for

such jury service, less mileage. Employees released from jury duty service must report for work as soon as possible the same day if that is the time they would normally be assigned to work. If an employee's normal work shift begins after the time the court would normally recess, then the employee is excused from work that day and shall return to work at the employee's next normally assigned day and time following the release.

When an employee has been called to testify by the District as a witness:

A. The employee shall be paid for either the actual time testifying or waiting to testify or a minimum of four (4) hours whichever is greater.

B. The employee work schedule shall not be changed when called to testify as a witness by the District.

C. An employee shall not be compensated for witness duty on legal action brought against the District by the employee or his/her union unless his/her participation is on the District's behalf.

### **ARTICLE 1.23 HEALTH & WELFARE INSURANCE**

HEALTH BENEFITS. District will pay the premium costs for employee health benefit plans subject to the following limitation:

A. PERS MEDICAL PLANS. In the event that the employee selects a health insurance benefit plan through PERS and the monthly premium for such plan is less than the District's monthly contribution level, the District's contribution for that employee shall be the plan premium actually paid. In the event that the monthly premium exceeds the District's maximum monthly contribution level, the employee shall be responsible to pay the additional premium. Effective January 1, 2009, and over the term of this Agreement, the District agrees to adjust the monthly maximum contribution towards the PERS health insurance plan up to \$ 1,190.00.

B. ALTERNATIVE TO PERS MEDICAL PLANS. As an alternative to coverage under the PERS Medical Insurance Plan, employees may elect to be covered by medical insurance outside of the PERS Medical Insurance Plan program. For persons making this election, the employee shall submit evidence of the alternative medical plan coverage and the District will contribute up to the Maximum Monthly Contribution set forth in Paragraph A above for the person's actual out-of-the-pocket premium costs.

C. MEDICAL INSURANCE PLANS OPT-OUT PROVISION. As an alternative to coverage under the PERS medical plan program or an Alternative to PERS Medical Plan, employees shall be entitled to "opt out" of District provided health benefits. In the event that an employee elects to "opt out" of the District's health benefit coverage alternatives, the District will pay to the employee monthly \$400.00 "in lieu" of payment. Employees may elect to have the "in lieu" of payment contributed to their Flexible Spending Account or a District Health Reimbursement Plan. The employee must provide the District with evidence of other health insurance coverage in order to "opt out" of coverage under PERS medical plans. This "opt out" rate shall not change for employees covered under this MOU during the term of this MOU.

D. SUPPLEMENTAL MEDICAL CONTRIBUTION. Effective January 1, 2010, the District will contribute \$ 36.00 per month to each employee to offset PERS health insurance premium costs (Paragraph A above), Alternative PERS health insurance premium costs (Paragraph B above) or for the employee as part of the District's Flexible Spending Account or a District Health Reimbursement Plan to be established by the District. Effective January 1, 2011, the District's supplemental medical contribution will be increased to \$ 50.00 per month. Employees who "opt-out" (Paragraph C) above will have their supplemental Medical Contribution contributed to either the Flexible Spending Account or a District Health Reimbursement Plan.

E. DENTAL INSURANCE. Regular employees covered under this MOU may elect coverage pursuant to Alternative "A" or Alternative "B" described on the attached Exhibit "D".

F. LIFE INSURANCE. In accordance with District Resolution 1005 of the Board of Harbor Commissioners, the District will pay the premium for a life insurance policy with a face value of \$50,000.00 for each regular employee covered by this MOU. For employees who do not qualify by existing providers for the additional amount of insurance, the current \$25,000.00 policy shall be maintained and a payment equal to the premium of the current insurance premium will be paid to the employee. The District will allow employees to purchase any additional amount of life insurance beyond their current face value of \$ 25,000 or \$ 50,000. Any additional premiums may be paid by the employees through payroll deductions.

G. VISION CARE. The District will contribute one hundred percent (100%) of the 1, 2, and 3 party premium for the Vision Care Plan already approved by the Board of Harbor Commissioners and now in effect.

H. BENEFITS DURING PERIODS OF INJURY OR ILLNESS. For any employee absent from work due to illness or injury, the District will continue to pay its (the District's) share of health insurance premiums, dental insurance premiums, vision care insurance premiums and life insurance premiums for the employee for a period of three months. The employee will accrue sick leave, vacation leave, holiday pay or holiday credits during the period he/she is absent from work due to illness or injury for a period of three months. At the end of the three-month period, medical status will be evaluated with respect to continuation of benefits

#### **ARTICLE 1.24 LEAVE WITHOUT PAY**

Subject to the needs of the District and the availability of qualified relief, as determined by his Supervisor, an employee may take leave without pay. District shall allow up to six (6) months of unpaid leave for parental leave as a result of pregnancy. Employees may take up to twelve (12) weeks of unpaid leave to care for a newly adopted child, to care for a seriously ill spouse, domestic partner, child, or other immediate family member, and for the employee's own serious illness.

Domestic Partner” means persons of the same or opposite gender who either can provide documentation of registration of the Domestic Partner relationship pursuant to a state, county or municipal provision, or can meet the following qualifications:

- a. have resided with each other continuously for at least the past 12 months in a sole-partner relationship that is intended to be permanent;
- b. are not married to any other person;
- c. are at least 18 years old;
- d. are not related to each other by blood closer than would bar marriage per state law; and
- e. are financially interdependent as can be documented by copies of joint home ownership or lease, common bank accounts, credit cards, investments, or insurance.

**ARTICLE 1.25                      VACATION**

Each department head shall be responsible for scheduling the vacation periods of his employees in such a manner as to achieve the most efficient functioning of the department and the District. The granting of a vacation period less than the employee's annual entitlement is to be discouraged so that the full benefit of the vacation plan can be realized by each employee. The department head shall determine when vacations will be taken.

A. ACCRUAL. District shall grant vacation as follows:

Years of Service	Vacation Days Accrued See Note (Hours Accrued)	Years of Service	Vacation Days Accrued See Note (Hours Accrued)
1	10 (80)	11	18 (144)
2	11 (88)	12	19 (152)
3	12 (96)	13	20 (160)
4	13 (104)	14	20 (160)
5	14 (112)	15	21 (168)
6	14 (112)	16	21 (168)
7	15 (120)	17	22 (176)
8	16 (128)	18	23 (184)
9	17 (136)	19	24 (192)
10	18 (144)	20 and over	25 (200)

Note: For purpose of vacation accrual, vacation days above are based upon years of service and eight (8) hours of work for employees who are assigned to regular work schedules and for employees who are assigned to Flex Schedules that may work ten (10) hours per day.

The total accrual shall not exceed 25 days (200 hours) per year. If an employee cannot take previously approved annual leave, as a result of District denial, and if as a result of the employee being denied said annual leave the employee will exceed his/her maximum time bank vacation accrual under the terms and conditions of this MOU, then the District shall either pay the employee for the amount of annual leave denied or the employee may elect to carry that amount forward in excess of the maximum amount of annual leave provided for in this MOU.

B. VACATION TIME BANK. An employee may carry earned, unused vacation time on the District's books to a maximum set forth in Paragraph C below.

C. VACATION ACCUMULATION: The vacation time bank balance shall not be maintained over four hundred (400) hours. When an employee's current annual accrual results in the employee having a balance in excess of four hundred (400) hours, the employee will be paid as of June 30 each year for all excess hours over four hundred (400) hours. This buy down shall not count towards the maximum vacation redemption allowed in (D) below.

D. VACATION REDEMPTION: After five (5) years service, and upon using eighty (80) hours of vacation during the past twelve (12) months, an employee may request to receive pay in lieu of either forty (40) or eighty (80) hours of vacation accrual at the current hourly wage rate. Such an employee must have a minimum of forty (40) hours of accrued vacation after the payment. Payment in lieu of eighty (80) hours of vacation accrual under this paragraph shall not be made more than once per fiscal year.

E. PAY-OFF UPON RETIREMENT OR TERMINATION: Employees who terminate or are terminated shall be paid the hourly equivalent of their salary for each hour of earned unused vacation carried on the District's books. Payments shall be based upon the salary rate in effect on the last day actually worked or spent on authorized leave.

F. VACATION BENEFITS FOR PART-TIME EMPLOYEES: Regular part-time employees shall be eligible for vacation benefits which accrue on a pro rata basis utilizing the following formula:

$$\begin{array}{rcl}
 \text{No. of Days} & & \text{No. of Hours Worked} \\
 \text{Vacation Earned} & = & \text{in prior year of} \\
 & & \text{Employment} \\
 & & \hline
 & & 2080 \\
 & & \times \text{ Full-time} \\
 & & \text{Employee with the} \\
 & & \text{Same Number of} \\
 & & \text{Years of Employment}
 \end{array}$$

G. THE TIME. Vacation time may not be used in lieu of sick leave unless the employee has exhausted all his/her sick leave.

H. TIME BALANCES. Each employee's vacation and sick leave balances shall be kept up-to-date and printed on the employee's pay stub.

**ARTICLE 1.26(A)**

**SICK LEAVE**

It is emphasized that sick leave is not an entitlement, but rather it is a privilege and a form of employee insurance. Use of sick leave for any purpose other than the employee's illness, or illness of immediate family members as defined in Article 1.21 or to attend to doctor's appointments, constitutes a form of fraud against one's employer.

Regular full-time employees are granted twelve (12) working days a year of sick leave which shall accumulate. Regular part-time employees will be granted sick leave in the ratio that such employee's designated hours bear to two thousand eighty (2,080) hours. All medical and dental time off shall be charged to the individual employee's sick leave balance. Sick leave in excess of three (3) consecutive working days shall be supported by a verification statement from a medical doctor.

Notwithstanding the above, if the District has reason to believe an employee has abused his or her sick leave benefits, the District may require a certificate signed by a licensed physician or other satisfactory evidence of illness.

The maximum allowable sick leave balance shall be eight hundred (800) hours after which the following shall occur:

A. When an employee's annual accrual of sick leave results in a balance of sick leave in excess of the maximum allowable balance of nine hundred (900) hours as of June 30 each year, he/she shall receive a cash payment of fifty percent (50%) of his/her hours over the maximum, and shall have his/her sick leave balance reduced to nine hundred (900) hours.

B. An employee with five (5) years or more of continuous District service shall upon retirement or termination, except discharge for cause, have the option of receiving a cash payment of 50% of his/her unused sick leave balance. An employee with ten (10) years or more of continuous District service shall upon retirement or termination, except discharge for cause, have the option of receiving a cash payment of 60% of his or her sick leave balance. Cash payments shall be computed on the basis of the hourly rate equivalent of the employee's base wage on the last day worked, or converting his/her unused sick leave balance to additional PERS service credit at the rate of 0.004 year of service credit for each day of unused sick leave (For Example: 250 days of sick leave equals one additional year of service credit).

**ARTICLE 1.26(B)**

**MILITARY LEAVE-ACTIVE DUTY**

A. A District employee may be granted a military leave of absence for continuous active duty, upon being drafted, ordered into active duty or recalled into service in the United States military service.



B. In order to have re-employment rights, a prior employee leaving active duty must file an application for re-employment within three (3) months after his or her separation from active duty, or within three (3) months after his or her release from hospitalization continuing after such separation for not more than one year. The District will re-employ the prior employee after receipt of the application for re-employment and a physician's medical statement indicating the person is fit for duty.

C. Notwithstanding paragraph (B), if an employee enters active duty pursuant to: (1) a proclamation of war or emergency by the President, Congress or Governor; (2) an order or request of the United Nations that the armed forces of the United States serve outside of the United States or its territories; or (3) an effective National Conscription Act, the prior employee shall have a right to return to his or her position within three (3) months after the termination of his or her active duty service, but not later than six (6) months after the end of the war, national emergency, or military operation. Although such prior employee is not required to file an application for re-employment the filing of such application is encouraged. Such prior employee must be honorably discharged. If a prior employee stays in the military and fails to return to his or her position after he or she could terminate his or her active service, the prior employee has six (6) months to return to his or her position.

D. An employee who has been employed by the District for at least one (1) year is entitled to receive his or her salary for the first fourteen (14) calendar days of active military duty. For the purposes of this Article, in determining the one-year of service of employment by the District, all service of said employee (excluding active military duty) shall be counted as District employment.

a. The District will only pay a maximum of fourteen (14) calendar days of salary for an employee on a particular leave for active military duty. For example, an employee who is called to active military duty for a period of three (3) years will only receive his or her salary for the first fourteen (14) calendar days of that leave.

b. The District will only pay a maximum of fourteen (14) calendar days of salary within one calendar year for an employee on active military leave. For example, an employee who enters active military duty for a period of six (6) months will receive his or her salary for the first fourteen (14) calendar days of that leave. If he or she returns to work after the six-month period, and then re-enters active military duty within the same calendar year, that employee will not receive any salary for that military leave.

E. Employees on active military duty continue to accrue seniority during the period of military service and, upon return to work, shall have all rights and privileges which he or she would have enjoyed had him or her not been absent therefrom. However, employees on active military duty do not continue to accrue vacation, sick leave or salary for the period of the active duty leave, except, the vacation accumulation rate shall prevail as if employment had not been interrupted, nor is the employee on active military duty entitled to District paid medical, dental, vision, or life insurance benefits.

**ARTICLE 1.26(C)**

**TEMPORARY MILITARY DUTY OR  
RESERVE TRAINING**

An employee who is a member of the National Guard or any reserve component of the Armed Forces of the United States is entitled to an annual leave for temporary military duty or reserve training provided he or she has bona fide orders with the Armed Forces. An employee who is granted such leave and who has been employed by the District for at least one (1) year shall continue to accrue existing employment benefits provided the military leave does not exceed 180 calendar days. However, receipt of salary shall only accrue for the first fourteen (14) calendar days of leave for temporary military duty or reserve training. The District will only pay a maximum of fourteen (14) days of salary within one calendar year for an employee on temporary military leave or reserve training.

For example, an employee who is ordered to and does attend three (3) fourteen-day periods of active duty for training (summer camp) is entitled to full pay by the District for fourteen (14) calendar days of leave for those training periods.

For the purposes of this Article, in determining the one year of service of employment by the District all service of said employee (excluding active military duty) shall be counted as District employment.

**ARTICLE 1.26(D)**

**WEEKEND TRAINING FOR NATIONAL  
GUARD OR MILITARY RESERVE**

The District supports the National Guard and Military Reserve and will assist members thereof in attending scheduled training. Release from work is mandatory, but the District is not obligated to pay an employee while he/she is attending weekend training. If an employee's work schedule includes the scheduled training period, the District will make reasonable effort to reschedule the employee's work so that attendance at training occurs during the employee's non-working hours.

If rescheduling of work days and/or work shifts is not reasonable, the employee will be released to training and paid the difference between their regular salary and the amount received from the military for his/her regular schedule.

Pay by the District to employees attending National Guard or Military Reserve weekend training shall not serve to reduce the obligation to pay up to fourteen (14) calendar days for military duty or reserve training set forth in Articles 1.26(B) and 1.26(C) above.

**ARTICLE 1.27**

**HOLIDAYS**

The following days are observed by the District as holidays:

January 1	- New Year's Day
3rd Monday in January	- Martin Luther King Day
3rd Monday in February	- President's Day
March 31 <sup>st</sup>	- Cesar Chavez Day
Last Monday in May	- Memorial Day
July 4th	- Independence Day
1st Monday in September	- Labor Day
November 11	- Veteran's Day
Thursday in November appointed	- Thanksgiving Day
Friday in November following Thanksgiving Day	- Friday after Thanksgiving
December 24	- Christmas Eve (Half Day)
December 25	- Christmas

Every day agreed to by the District as the result of a general public holiday signed into law by the President or Governor. In the event the federal government observes a Saturday and/or Sunday as a holiday other than as outlined above, the District shall observe the holiday on the day designated by the federal government.

Each employee shall have three (3) floating holidays which may be taken subject to work schedules and operational requirements. An employee may carryover up to two (2) unused floating holidays to be included in the employees Vacation Bank. If the employee's vacation bank exceeds the maximum allowable accrual, then the employee must be paid for the unused floating holiday. A newly hired employee shall accrue one (1) Floating Holiday per each one hundred twenty (120) days of employment until the end of the fiscal year.

If a paid assigned holiday falls on a Saturday, the preceding Friday shall be the holiday in lieu of the actual holiday. If a paid assigned holiday falls on a Sunday, the following Monday shall be the holiday in lieu of the actual holiday. For those employees regularly scheduled to work on Saturday and/or Sunday, the paid assigned holiday shall be the day on which the holiday actually occurs. In the event the federal government observes a Saturday and/or Sunday as a holiday other than as outlined above, the District shall observe the holiday on the day designated by the federal government.

To qualify for the Holiday pay provided herein, an employee must work the normal work day before and the normal work day after the Holiday except where the employee is ill or injured, on vacation, taking a floating holiday, or otherwise excused by the District except for reasons other than those subject to FMLA, CFRA or PDL leaves of absence. The District may require proof of illness or injury.

**ARTICLE 1.28**

**REST PERIODS**

Each employee is entitled to two (2) fifteen minute rest periods during the course of their respective work day. Rest periods shall be taken as assigned or authorized by an employee’s supervisor. Each employee is also entitled to an additional fifteen minute rest period for each additional four hours worked.

**ARTICLE 1.29**

**RETIREMENT PROGRAM**

During the term of this MOU, the District will pay 100% of each employee's contribution to PERS Retirement Program. The District shall also provide the following retirement benefits:

- A. Improved Non-Industrial Disability Allowance (§21427)
- B. Pre-Retirement Optional Settlement 2 Death Benefit (§21548)
- C. 2.5% at Age 55 Benefit Formula (§21354.4)
- D. “Final Compensation” – Three Years (§20037)

Retirement benefits related to medical insurance shall be subject to each retired bargaining unit employee’s specific length of service with the District. Each bargaining unit employee’s length of service with the District (excluding any other PERS creditable service prior to joining the District) shall determine the type of benefit for which each retired bargaining unit employee is eligible. For bargaining unit employees who have completed five (5) years of service with the District and who retire in good standing after reaching the age of fifty (50), the District shall pay for medical insurance retirement benefits by directly paying premiums as outlined below:

Retirement Medical Benefits

Length of District Service	Percentage of Retirement Medical Insurance *Premiums Paid by District
5 Years	50
6 Years	60
7 Years	70
8 Years	80
9 Years	90
10 Years or More	100

\*Up to the maximum monthly contribution

## ARTICLE 1.30

## STANDARDS OF CONDUCT

A. CAUSES FOR PROGRESSIVE DISCIPLINARY ACTION. Violation of District policies and procedures may result in disciplinary action up to and including termination of employment. No employee shall be disciplined except for reasonable cause. Employees who become probationary in a different classification may be removed from such classification, without cause, and returned to the former classification. Progressive discipline is intended to provide employees advance notice, whenever practical, of problems with their conduct or performance in order to give them an opportunity to correct any problems. Problems with work performance or conduct shall be brought to an employee's attention within three (3) business days.

B. COUNSELING REPORTS ON UNFAVORABLE PERFORMANCE. If following verbal counseling, an employee's performance does not improve and disciplinary action could result, a written Counseling Report (District Form) shall be prepared by the supervisor, or Department Head, including specific suggestions for corrective actions. A copy shall be given to the employee and with acknowledgement that the employee has received it, a copy filed in his/her personnel file. Provided no additional Counseling Report(s) have been issued during the intervening one (1) year period, the filed Counseling Report(s) shall not be utilized for implementing further disciplinary action.

## ARTICLE 1.31

## SAFETY AND HEALTH

The District shall continue to make provisions to provide for the safety and health of its employees during the hours of their employment in accordance with all federal, state and District safety laws and regulations.

A. District will provide and/or make available applicable safety information and regulations.

B. Employees shall comply with all safety regulations and cooperate and actively work with the District to prevent work-related injuries and illnesses.

C. Employees shall report on-the-job injuries and illnesses of any kind as well as any type of violent threat or actual violence to their supervisor or department head as soon as possible.

D. The District and SEIU Local 721 agree to jointly support efforts to increase health and safety awareness in all operations.

E. Employees shall fully comply with the District's Workplace Violence Prevention Program and any other policies and procedures designed to prevent violence in the workplace.

F. The District and SEIU Local 721 will support changes in employees' personal appearance providing those changes are necessary to abide by District safety standards and comply with State and Federal safety laws. In the event such changes are necessary, the District will notify SEIU Local 721 thirty (30) days in advance of its intention to implement such changes.

G. The District shall prohibit smoking within twenty (20) feet of any District employee regularly occupied office and/or building or inside any District vehicle.

**ARTICLE 1.32                    DRUGS, ALCOHOL AND MEDICATION**

The use of drugs, alcoholic beverages, intoxicants or narcotics by employees reporting for duty or during the course of their work shift is prohibited and is grounds for disciplinary action up to and including dismissal.

The following on duty behavior in regards to intoxication (by any means, i.e., drugs, alcohol, intoxicants, narcotics, legally prescribed medications) is prohibited:

- A. Reporting for work while intoxicated.
- B. Becoming intoxicated while on District property.
- C. Possession, distributing or manufacturing drugs, alcoholic beverages in open containers, intoxicants or narcotics on District property.

Legally prescribed medications are permitted on District property or work locations provided an employee is not impaired from the safe performance of his or her duty by the use of medication. An employee may be required to show proof that the medication has been prescribed for the employee's use. The intent of this provision is to provide a safe and healthy environment for our customers and our employees.

**ARTICLE 1.33                    FIREARMS**

The possession, sale, or distribution of firearms, illegal weapons, or explosives on District property is strictly prohibited and is grounds for disciplinary action up to and including termination.

**ARTICLE 1.34                    ASSAULT**

Assault by an employee upon any other employee or customer on District property is grounds for disciplinary action up to and including termination. Each employee has the right to defend themselves against assault and/or battery by use of reasonable force.

**ARTICLE 1.35                    SEARCHES**

District shall not physically search the person of any employee. The appropriateness of any physical search will be left to the determination of the proper legal authorities. Any searches of employees' personal belongings may be done only as permitted by law. Upon

authorization by the Executive Director, District may search at any time and without notice to an employee any property or area which is partially or fully controlled by District. Employees are specifically notified that the following areas are not private unless agreed to otherwise in writing by District: desks, file cabinets, work areas, employee lounges, lunch areas, restrooms, lockers, computer files and District owned boats or vehicles.

District lockers assigned to the employees for the storage of their personal effects are the property of District. Lockers will be searched only if it is necessary for the safe and efficient running of District's operation of the Port of Hueneme.

### **ARTICLE 1.36 UNIFORMS AND SAFETY EQUIPMENT**

Wharfingers and Maintenance Workers will wear uniforms furnished by the District when on duty. Employees shall wear full and complete uniforms. Employees shall not deviate from the prescribed uniform by mixing, accessorizing or adding clothing items that have not been authorized by the District. Employees shall provide timely notification to their supervisors of any specific uniform item that may address their health and safety concerns. Each request for a specific uniform item shall be individually evaluated by the District and issued in conformance with Article 1.31 of this MOU.

Uniforms to be selected and provided by the District to each employee shall consist of:

- A. Wharfingers -
  - 1 - Hard hat (ANSI approved)
  - 1 - Baseball Cap
  - 1 Pair - Safety shoes (ANSI approved)
  - 2 - Long sleeve shirts
  - 3 - Short sleeve shirts
  - 4 Pair - Trousers
  - 1 - Heavy jacket (Removable Lining)
  - 1 - Sunglasses (with UV Protection)\*
  
- B. Maintenance
  - 1 - Hard hat (ANSI approved)
  - 1 - Baseball Cap
  - 1 Pair - Safety shoes (ANSI approved)
  - 3 Pair - Coveralls
  - 5 - Long sleeve shirts
  - 5 Pair - Trousers
  - 1 - Carhartt jacket
  - 1 - Sunglasses (with UV Protection)\*

\*Limited to one pair per twelve (12) month period.

All Wharfingers and Maintenance Workers will be furnished by the District on an as needed basis the following:

One set of rain gear (trousers and coat)

Eye protection equipment  
Ear protection equipment  
Work Gloves

Employees shall not deface individual items furnished to them by the District (e.g., shirts, trousers and jackets). Uniforms shall be worn to/from the work place and ON DUTY only. They shall not be worn at other times or for personal use. The District will replace uniforms as necessary. Worn, damaged, or unrepresentable items shall be replaced when presented to District. Articles of clothing, as normal replacement occurs, will be of a flame resistant material if reasonably available. The District will maintain those items furnished on an as needed basis in a clean and presentable condition.

The District shall provide laundry service for all District mandated uniforms. The maximum service per worker will be three (3) uniforms per week.

#### **ARTICLE 1.37                      WORK OUTSIDE OF ASSIGNED CLASSIFICATION**

A. An employee assigned to a bargaining unit classification with a higher salary rate to fill a vacancy caused by sick leave, vacation, or any other reason shall be paid according to the salary range of the classification to which he/she has been temporarily assigned.

B. Upon temporary assignment, an employee will receive either the minimum of the first step of the new salary range or a five percent (5%) increase over his/her present salary, whichever is greater. In no case shall such salary adjustment place the employee beyond the salary range of the position to which he has been temporarily assigned.

C. An employee, so temporarily assigned, shall receive the salary of that classification as long as he/she continues to serve in said higher classification and shall be entitled to receive step increases within the range as though he/she had been appointed on the day he/she began to receive the salary designated for the position.

D. An employee may be assigned to a lower classification to fill a vacancy caused by vacation, sick leave, or emergency, and shall be paid according to the salary range of his/her normal, higher classification without diminishment.

#### **ARTICLE 1.38                      HARASSMENT/MUTUAL RESPECT**

All employees of the District have an affirmative duty to maintain a working environment that is free from any type of harassment, including sexual harassment. It is inappropriate to use words, gestures, jokes and actions which tend to annoy, alarm or abuse another person or have the effect of creating an intimidating, hostile or offensive working environment or unreasonably interfere with an individual's work performance. Employees engaged in any type of harassment shall be subject to the provisions outlined in Article 1.30 of this Memorandum of Understanding.



The District and SEIU Local 721 recognize that it is in the best interests of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the District and SEIU Local 721 and their respective representatives at all levels, will apply the terms of this MOU fairly in accordance with its intent and meaning and consistent with SEIU Local 721's status as exclusive bargaining representative of all employees covered by this MOU. Both parties shall bring to the attention of all employees in the units covered by this MOU, including new hires, their duty to conduct themselves in a spirit of responsibility and respect, and to advise them of the measures they have agreed upon to insure adherence to this purpose.

**ARTICLE 1.39 NO DISCRIMINATION**

The provisions of this MOU shall be applied equally to all employees without the unlawful discrimination as to age, sex, race, color, creed, national origin, sexual preference, or functional disability.

**ARTICLE 1.40 TUITION REIMBURSEMENT**

The District shall provide tuition reimbursement as administered by the Executive Director, or his designee, to employees for employees' costs incurred for formalized education and shall be in accordance with the following:

- A. The course must relate specifically to the employee's job or will assist employees to prepare for promotion and transfer opportunities within the District.
- B. The employee shall require written approval in advance of the Executive Director to participate and receive tuition reimbursement.
- C. The course must be taken on off-duty time.
- D. The employee must receive a passing grade.
- E. If an employee drops the course for non-extenuating circumstances or receives less than a passing grade, the employee will not be eligible for tuition reimbursement.
- F. The financial assistance will cover tuition within the limits prescribed and necessary course material only. The District shall reimburse tuition costs for actual costs and shall not exceed the California State University system's schedule. Any additional tuition must be borne by the employee.
- G. Costs of course materials will be reimbursable only if the employee donates, on a permanent basis, said material to the District for use by other employees.
- H. To receive reimbursement the employee must file a claim along with the prior written approval of the Executive Director within thirty (30) days of receipt of a passing grade. Reimbursement will be made within thirty (30) days of the submission and approval of the claim.

**ARTICLE 1.41**

**TRANSPORTATION WORKER IDENTIFICATION  
CARD**

Employees of the District must obtain Transportation Worker Identification Cards (TWIC) from the Transportation Security Administration. The District shall pay all costs associated with enrollment and renewal of the TWIC card. For employees that must access restricted and/or secure areas of the Port of Hueneme having and maintaining a valid TWIC card is a condition of their employment. If an employee is denied a TWIC card, they shall not be permitted to access secure and restricted areas of the Port and to that extent, they are unable to perform duties and responsibilities for their positions. Currently, the following positions require access to restricted and secure areas:

- Wharfinger
- Custodian/Maintenance Worker
- Maintenance Worker


**ARTICLE 1.42**


**TERM OF MOU**


The term of this MOU is July 1, 2008 through June 30, 2011. This MOU is entered into and effective subsequent to the ratification and acceptance of the Board of Harbor Commissioners, Oxnard Harbor District, and Service Employees International Union, Local 721.

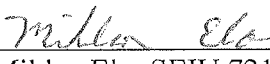
**SEIU LOCAL 721**

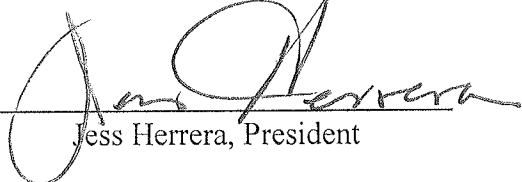
**OXNARD HARBOR DISTRICT**

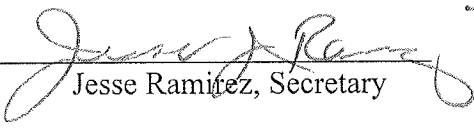
By:   
 Danny Carrillo, SEIU 721  
 Chief Negotiator/Worksite Organizer

By:   
 Robin Campos, SEIU 721  
 Negotiating Team Member

By:   
 Rick Danglo, SEIU 721  
 Negotiating Team Member

By:   
 Miklos Elo, SEIU 721  
 Negotiating Team Member

By:   
 Jess Herrera, President

By:   
 Jesse Ramirez, Secretary

**EXHIBIT "A"**

**2008-2011 UNITS**

**Bargaining Units and Classifications currently represented by SEIU Local 721:**

**Clerical Unit:**

- Account Clerk
- Secretary/Receptionist

**Wharfinger Unit:**

- Wharfinger
- Wharfinger Trainee

**Maintenance Unit:**

- Maintenance Leadworker
- Maintenance Worker
- Maintenance Trainee
- Custodian/Maintenance Worker

**EXHIBIT B  
OXNARD HARBOR DISTRICT  
SEIU WAGES 2008-2010**

	Effective 7/1/2007 (Current)	Effective 7/1/2008	Effective 7/1/2009	Effective 7/1/2010
<b>Account Clerk</b>				
Step 1	\$22.26	\$22.26	\$22.26	\$22.26
Step 2	\$23.23	\$23.23	\$23.23	\$23.23
Step 3	\$26.13	\$26.13	\$26.13	\$26.13
Step 4	\$28.44	\$28.44	\$28.44	\$28.44
Step 5	\$29.75	\$29.75	\$29.75	\$29.75
<b>Secretary/Receptionist</b>				
Step 1	\$18.68	\$18.68	\$18.68	\$18.68
Step 2	\$19.46	\$19.46	\$19.46	\$19.46
Step 3	\$20.75	\$20.75	\$20.75	\$20.75
Step 4	\$21.69	\$21.69	\$21.69	\$21.69
Step 5	\$22.73	\$22.73	\$22.73	\$22.73
<b>Wharfinger Trainee</b>				
Step 1	\$21.11	\$21.11	\$21.11	\$21.11
Step 2	\$22.20	\$22.20	\$22.20	\$22.20
<b>Wharfinger</b>				
Step 1	\$27.14	\$27.14	\$27.14	\$27.14
Step 2	\$28.33	\$28.33	\$28.33	\$28.33
Step 3	\$29.59	\$29.59	\$29.59	\$29.59
Step 4	\$31.00	\$31.00	\$31.00	\$31.00
Step 5	\$32.53	\$32.53	\$32.53	\$32.53
Step 6		\$34.16	\$34.16	\$34.16
Step 7			\$35.86	\$35.86
Step 8				\$37.66
<b>Maintenance Trainee</b>				
Step 1	\$21.11	\$21.11	\$21.11	\$21.11
Step 2	\$22.20	\$22.20	\$22.20	\$22.20
<b>Maintenance Worker</b>				
Step 1	\$27.14	\$27.14	\$27.14	\$27.14
Step 2	\$28.33	\$28.33	\$28.33	\$28.33
Step 3	\$29.59	\$29.59	\$29.59	\$29.59
Step 4	\$31.00	\$31.00	\$31.00	\$31.00
Step 5	\$32.53	\$32.53	\$32.53	\$32.53
Step 6		\$34.16	\$34.16	\$34.16
Step 7			\$35.86	\$35.86
Step 8				\$37.66
<b>Maintenance Leadworker</b>				
Step 1	\$30.32	\$30.32	\$30.32	\$30.32
Step 2	\$31.70	\$31.70	\$31.70	\$31.70
Step 3	\$33.08	\$33.08	\$33.08	\$33.08
Step 4	\$34.65	\$34.65	\$34.65	\$34.65
Step 5	\$36.46	\$38.65	\$38.65	\$38.65
Step 6			\$40.58	\$40.58
Step 7				\$42.61

Custodian/Maintenance Worker

Step 1	\$21.20	\$21.20	\$21.20	\$21.20
Step 2	\$22.11	\$22.11	\$22.11	\$22.11
Step 3	\$24.89	\$24.89	\$24.89	\$24.89
Step 4	\$26.01	\$26.01	\$26.01	\$26.01
Step 5	\$27.33	\$27.33	\$27.33	\$27.33
Step 6		\$28.70	\$28.70	\$28.70
Step 7			\$30.13	\$30.13
Step 8				\$31.64



EXHIBIT "D"

DENTAL INSURANCE

Alternative A:

Delta Dental Insurance Program provides the following level of benefits to the insured:

Usual, Customary and Reasonable Fees	
Co-payments - Diagnostic and Preventive:	75/25
Other Basic Services:	75/25
Crowns and Cast Restorations:	75/25
Prosthodontic Services:	75/25

\$25 deductible per patient per calendar year  
\$1,500 maximum per patient per calendar year  
Orthodontics coverage (Lifetime Cap - \$2,000 per patient)

The District will pay 100% of the premium for the employee or for the employee plus one dependent. Employee pays 75% of the premium for additional dependents.

Alternative B:

Delta Dental Insurance Program provides the following level of benefits to the insured:

Usual, Customary and Reasonable Fees	
Co-payments - Diagnostic and Preventive:	50/50
Other Basic Services:	50/50
Crowns and Cast Restorations:	50/50
Prosthodontic Services:	50/50

\$50 deductible per patient per calendar year  
\$150 maximum deductible per family per calendar year  
\$1,500 maximum per patient per calendar year  
Orthodontics Coverage (Lifetime Cap -\$2,000 per patient)

The District will pay 100% of the premium for the employee and dependents.