

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
OXNARD HARBOR DISTRICT
AND THE
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Commencing July 1, 2013 and expiring June 30, 2016

July 1, 2013 to June 30, 2016
MEMORANDUM OF UNDERSTANDING
TABLE OF CONTENTS (REVISED FORMATTING ONLY)

	<u>PAGE</u>
Article 1.00	Parties of MOU1
Article 1.01	Term of Agreement.....1
Article 1.02	Implementation, Ratification.....1
Article 1.03	Recognition2
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.....7
Article 1.09	Conflict of MOU and District Administrative Policy8
Article 1.10	Validity of MOU.....9
Article 1.11	Salaries and Wages9
Article 1.12	Access to Premises12
Article 1.13	Bulletin Boards12
Article 1.14	Reduction/Job Security12
Article 1.15	Personnel Files and Availability of Data13
Article 1.16	No Strike or Lockout14
Article 1.17	Fair Share Agreement/Dues and Contribution Check-Off15
Article 1.18	Grievance Procedure16
Article 1.19	Arbitration.....17
Article 1.20	Notices18
Article 1.21	Bereavement Leave.....18
Article 1.22	Jury Duty/Witness Duty19
Article 1.23	Health & Welfare Insurance19
Article 1.24	Leave without Pay22
Article 1.25	Vacation.....23
Article 1.26(A)	Sick Leave.....24
Article 1.26(B)	Military Leave-Active Duty.....25
Article 1.26(C)	Temporary Military Duty or Reserve Training26
Article 1.26(D)	Weekend Training for National Guard or Military Reserve27
Article 1.27	Holidays27
Article 1.28	Rest Periods.....28
Article 1.29	Retirement Program29
Article 1.30	Standards of Conduct.....29
Article 1.31	Safety and Health.....30
Article 1.32	Drugs, Alcohol and Medication.....31
Article 1.33	Firearms.....32
Article 1.34	Assault.....32

Article 1.35	Searches	32
Article 1.36	Uniforms and Safety Equipment	32
Article 1.37	Work Outside of Assigned Classification.....	34
Article 1.38	Harassment/Mutual Respect	34
Article 1.39	No Discrimination.....	35
Article 1.40	Tuition Reimbursement	35
Article 1.41	Transportation Worker Identification Card.....	36
Article 1.42	Definitions	36
Exhibit "A"	2013-2016 Units.....	38
Exhibit "B"	Oxnard Harbor District SEIU Wages 2013-2016.....	39
Exhibit "C"	Oxnard Harbor District Employee Evaluation Report.....	40
Exhibit "D"	Dental Insurance	42
Exhibit "E"	Example page for Revenue Growth Calculation.....	43
Exhibit "F"	Job Descriptions	44

2013-2016

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

ARTICLE 1.00 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 1.01 TERM OF AGREEMENT

This MOU is effective as of July 1, 2013 and expires June 30, 2016, and supersedes and replaces all prior MOUs between the parties. This MOU is entered into and effective upon the ratification and acceptance of the Board of Harbor Commissioners, Oxnard Harbor District, and Service Employees International Union, Local 721.

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 determined by the date an employee is hired by the District. When an employee has been hired by the District, leaves the District's employment and is rehired, for purposes of determining seniority, such employee's last date of hire shall be used.

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. HARBORMASTER WORKERS. The Harbormasters 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. Harbormasters are assigned to ten (10) hour watches with a half-hour working meal break. Harbormasters 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 (2½) 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 – 1200 to 2200 hours daily

Harbormasters may also be assigned to non-ten hour watches. Those Harbormasters 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 Harbormaster 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 Harbormaster should work more than ten (10) hours, then a second half-hour working meal break shall be scheduled. The second meal break period may be waived by mutual agreement of the Harbormaster and his/her designated supervisor.

Harbormasters shall choose watches every July 1 based upon seniority. A change in any watch will not take effect until the January 1st following the change. A "watch" means the performance of Harbormaster duties for an assigned work shift. If two (2) or more Harbormasters seek the same shift, the Harbormaster with the most seniority shall be assigned the watch.

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

When Watch #1 {2130-0730} is not covered, that watch shall be covered by a Harbormaster on overtime, in accordance with Articles 1.08 and 1.11 H, for those 3 days (Excluding Wednesday). Example; Sunday thru Tuesday for the front of the week, Thursday thru Saturday for the back half of the week.

Watch #3 (1200-2200) shall be staffed by Harbormasters at regular pay when the regular watch stander goes on leave or vacation. It is not considered rotation and premium pay shall not apply.

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 "Harbormaster" includes Harbormaster Trainees except Harbormaster Trainees may be subject to rotation approximately every ninety (90) calendar days. As part of a Harbormaster Trainee's training program, the Supervisor may only assign a Harbormaster Trainee as the only Harbormaster on a watch provided that the Harbormaster 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 Harbormaster Trainee is assigned as the only Harbormaster on a watch for a period in excess of thirty (30) days, then the Harbormaster 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 Harbormaster on duty. Regardless of work assignments during the training program, a Harbormaster Trainee shall be promoted to Harbormaster only in accordance with Article 1.11 of this MOU.

B. FACILITIES MAINTENANCE WORKERS. The Maintenance Technician shall work a forty (40) hour week, with at least two (2) consecutive days off. The normal work week for the Maintenance Technician 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, but not commence later than the end of the 5th hour of the work shift.

The normal work week for Facilities Technicians, 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 (Facilities Maintenance Unit) shall be divided to provide maintenance services Monday through Friday. A one-half hour unpaid meal break shall be taken within five (5) hours of work (normally on or before 11:00am where work commences at 6:00am). A facilities maintenance worker shall not work during his/her meal break and is free to leave the Port during the meal break.

The normal work week for the Facilities Supervisor 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, provided that 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) will be provided, to commence no later than the end of the 5th hour of work. 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. A one hour unpaid meal-break shall be taken within the first five (5) hours of work. An office worker shall not work during his/her meal break and is free to leave the Port during the meal break.

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, provided that 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 (8) hour or ten (10) 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 alternative work schedule, District shall meet and confer with SEIU Local 721 prior to its implementation. Represented employees consent to the implementation of flex time in accordance with this paragraph F.

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 written approval of the District, to substitute for one another during scheduled work hours. In such case, neither employee is entitled to overtime compensation. Such trades will not be approved if they create unnecessary overtime. Employees in the classification of Harbormaster and in the classification of Facilities Technician 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. 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.
- d. 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. RETURN TO WORK. The employee who has completed his/her scheduled work is not "on-call", and is not required to return to work if requested until the employee's next regularly scheduled shift. If an employee is asked to return to work and voluntarily agrees to do so, the employee shall be paid for not less than 4 hours of work, even if the employee is required by the District to work less than 4 hours.

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 meal 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 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 is not required to 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 (1½) 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, 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, 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 (1½) 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 (1½) 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 in writing 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 Facilities Technician Trainee and Harbormaster 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 (one each year) provided performance in the current step has been satisfactory. Facilities Technician Trainee and Harbormaster 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 Facilities Technician or Harbormaster 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 Facilities Technician Trainees and Harbormaster 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 CEO & Port 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 CEO & Port 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, 2013, July 1, 2014 and July 1, 2015. 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, 2013, salary adjustments shall be as follows:

- a. Effective July 1, 2013, employees in all job classification shall be promoted from their current step to their next step but not beyond the top step for their classification as described in Paragraph B and C above. Any employee in the Harbormaster Trainee or Maintenance Trainee classification will be promoted from step to step as described in Paragraph B and C above.
- b. Effective July 1, 2014, employees in all job classifications shall be promoted from their current step to their next step but not beyond the top step for their classification as described in Paragraph B and C above. All employees who are at their top step at 06/30/14 shall receive a 2.5% increase to their then current base rate. Any employee in the Harbormaster Trainee or Facilities Technician Trainee classification will be promoted from step to step as described in Paragraph B and C above.
- c. Effective July 1, 2015, employees in all job classifications shall be promoted from their current step to their next step but not beyond the top step for their classification as described in Paragraph B and C above. All employees who are at

their top step at 06/30/15 shall receive a 2.5% increase to their then current base rate. Any employee in the Harbormaster Trainee or Facilities Technician 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 Supervisor position, such as the Facilities Supervisor and the Harbormaster Supervisor, 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.

H. A Shift Differential of 5% shall be paid to the Harbormasters that are required to work 2130-0730 hours Shift. Except where such payment would be considered "pension spiking" under the Pension Reform Act, Harbormasters who are regularly (i.e., not long-term temporary) scheduled to work between 2130-0730 shall qualify for premium pay of a 5% shift differential. The shift differential shall not be added to the Step program and applies only to actual hours worked (e.g., not to overtime, vacation or sick pay, etc.). The shift differential shall be recognized for CalPERS pension calculation only for those Harbormasters who are regularly scheduled to work this shift. Harbormasters who are regularly scheduled to work this shift and who work another shift shall not be eligible for shift differential premium pay for any other shift.

I. In year two (2) of this agreement (July 1, 2014 to June 30, 2015) a one-time payment of 1% of each employee's annual base rate compensation (Employee's hourly rate at June 30, 2014 times 2,080 hours times 1%) shall be paid to each employee under this agreement if the Port experiences a 10% or greater increase in "Total Revenue" from fiscal year 2012/2013 to 2013/2014. Such payment will be paid on October 15, 2014 or upon receipt of the District's annual Audit from its Auditing firm, whichever occurs later. By way of example; The Port's 2012 Comprehensive Annual Financial Report, CAFR on page 18 (See Exhibit "E") reported "Total Revenue" of \$12,210,620 and \$10,688,567 for fiscal years ended June 30, 2012 and 2011 respectively, representing a 14.2% increase. $\$1,522,053 \div \$10,688,567 = 14.2\%$

J. In year three (3) of this agreement (July 1, 2015 to June 30, 2016) a one-time payment of 1% of each employee's annual base rate compensation (Employee's hourly rate at June 30, 2015 times 2,080 hours times 1%) shall be paid to each employee under this agreement if the Port experiences a 10% or greater increase in "Total Revenue" from fiscal year 2013/2014 to 2014/2015. Such payment will be paid on October 15, 2015 or upon receipt

of the District's annual Audit from its Auditing firm, whichever occurs later. See item I. above for calculation method description.

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 CEO & Port Director or his/her 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. SEIU Local 721 representative shall post union materials only on the bulletin boards.

B. SEIU Local 721 shall provide to the District copies of materials that would be posted on the bulletin boards.

C. If the District objects to the contents of such material, the District shall notify SEIU Local 721 representative for removal.

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.

The District reserves the right to replace a worker if an employee retires, resigns, is terminated, or otherwise unable to fulfill the duties of the position (eg; disability.) If the economic condition so requires, the District shall have the right, within its reasonable discretion, to leave a position vacant. If requested, the District will establish a meet and

confer with SEIU Local 721. 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 date, 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 and 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 CEO & Port 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 CEO & Port 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/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 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/her immediate supervisor. It is the employee's responsibility to bring the grievance to his/her 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 CEO & Port Director.

D. FORMAL LEVEL. A grievance unresolved under the informal step may be submitted in written form to the District's CEO & Port Director. The CEO & Port Director, or his/her designated representative, shall within ten (10) calendar days of receipt of the grievance discuss the grievance with the employee and his/her designated representative, if any. The CEO & Port Director shall give his/her written decision to the employee and representative, if any, within fifteen (15) calendar days after receiving the grievance. When a grievance has been determined to be in the employee's favor, the District shall compensate the employees for any monies or time owed to the employee during the pendency of 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 and 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, which shall be in writing, 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 CEO & Port 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, domestic partner as defined in Article 1.24, 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 work shift. While serving on a 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 (including arbitration) 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 July 1, 2013, and over the term of this Agreement, the District agrees to adjust the monthly maximum contribution towards the PERS health insurance plan up to \$ 1,300.00.

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 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, regular 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. The District administers a Flexible Spending Account and offers a District Health Reimbursement Account Plan (HRA). Effective July 1, 2013, the District's supplemental medical contribution to the HRA will be increased to \$75.00 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 Account Plan.

E. DENTAL INSURANCE.

1. Regular employees covered under this MOU may select a dental plan from Alternative A or Alternative B as shown on Exhibit "D" attached hereto and incorporated herein by reference. For those employees selecting Alternative A or B, the District will contribute one hundred percent (100%) of the premium for the employee and all qualified dependents. Employees will be responsible for their own co-pays.
2. For retired employees who retire from the District after July 1, 2013 with thirty (30) years of service and have reached the age of fifty (50) at the time of retirement, or with fifteen (15) years of service and have reached the age of fifty-five (55) at the time of retirement, or with ten (10) years of service and have reached the age of sixty-two (62) at the time of retirement, the District shall pay one hundred percent (100%) of the premium for the retiree plus either a spouse or one (1) dependent for the Alternative A plan and 100% of the premium for the retiree plus dependents for the Alternative B plan.
3. Except for those persons identified in subparagraph (2) above, retired employees shall not be eligible for the approved dental insurance plan except on a direct self-pay basis, if provided by the District's dental insurance carrier.

F. VISION CARE.

1. For employees covered under this MOU, the District shall pay one hundred percent (100%) of the premiums for the employee, employee's spouse and employee's dependents for the vision plan approved by the Board of Harbor Commissioners.
2. For retired employees who retire after July 1, 2013, with thirty (30) years of service and have reached the age of fifty (50) at the time of retirement, or with fifteen (15) years of service and have reached the age of fifty-five (55) at the time of retirement, or with ten (10) years of service and have reached the age of sixty-two (62) at the time of retirement, the District shall pay one hundred percent (100%) of the premium for the retiree, retiree's spouse and retiree's dependents for the vision plan approved by the Board of Harbor Commissioners.
3. Except for those identified in subparagraph (2) above, retired employees shall not be eligible for the approved vision plan except on a direct self-pay basis if provided by the District's vision insurance carrier.

G. LIFE INSURANCE.

1. For regular employees covered under this MOU, the District will pay one hundred percent (100%) of the premium for a universal life insurance policy approved by the Board of Harbor Commissioners. There are specific eligibility requirements by the insurance carriers to receive this benefit. The District's insurance carriers may not accept all applicants and, therefore, coverage may not be available or may be at a lesser denomination or an alternate type of life insurance (e.g. term).
2. The face value amount of the universal life insurance policies for employees covered under this MOU, and with less than 10 years' service with the District, shall be \$50,000 if eligible. For employees who have at least 10 years of service with the District, the face value shall be \$100,000 if eligible. In the event that an employee does not qualify for the increase, then the original insurance shall remain in effect with no further
3. For retired employees who retire after July 1, 2013, with thirty (30) years of service and have reached the age of fifty (50) at the time of retirement, or with fifteen (15) years of service and have reached the age of fifty-five (55) at the time of retirement, or with ten (10) years of service and have reached the age of sixty-two (62) at the time of retirement, the District shall pay one hundred percent (100%) of the premium of the approved life insurance policy in effect at the time they are no longer employed with the District as an employee.

4. Except for those former employees identified in subparagraph 3 above, former employees shall not be entitled to have life insurance premiums paid by the District but, if permitted by the insurance policy providers, may continue their insurance policy on their own on a direct self-pay basis.

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 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 up to 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 up to 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 applicable leave law, the needs of the District and the availability of qualified relief, as determined by his/her 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. Such leave shall run concurrently with any applicable FMLA or other leave laws.

"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 VACATIONS

Each department head shall be responsible for scheduling the vacation periods of his/her employees in such a manner as to achieve the most efficient functioning of the department and the District. 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	19 (152)
2	11 (88)	12	20 (160)
3	12 (96)	13	21 (168)
4	13 (104)	14	21 (168)
5	14 (112)	15	22 (176)
6	14 (112)	16	22 (176)
7	15 (120)	17	23 (184)
8	16 (128)	18	24 (192)
9	17 (136)	19	25 (200)
10	19 (152)	20 and over	26 (208)

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 annual accrual shall not exceed 26 days (208 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) hour increments 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:

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

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 ninety-six hours of sick leave with pay per fiscal year which shall accrue at a rate of 3.69231 hours per pay period 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/her sick leave benefits, the District may require a certificate signed by a licensed health care provider or other satisfactory evidence of illness.

The maximum allowable sick leave balance shall be nine hundred (900) 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/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. Alternatively, the employee not terminated for cause may have the option of 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/her separation from active duty, or within three (3) months after his/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/her position within three (3) months after the termination of his/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/her position after he or she could terminate his/her active service, the prior employee has six (6) months to return to his/her position.

D. An employee who has been employed by the District for at least one (1) year is entitled to receive his/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/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/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 second 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 paid holidays:

January 1	– New Year's Day
3rd Monday in January	– Martin Luther King Day
3rd Monday in February	– President's Day
March 31st	– César Chávez 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)

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 (3.5) floating holidays which may be taken subject to work schedules and operational requirements. An employee may carryover up to three (3) 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. An employee may only have a maximum bank of six (6) floating holidays at any one time.

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.

Any employee who is scheduled to work on a holiday will be paid one and one half times the straight time hourly rate of pay for the time worked. In addition, the employee will receive eight (8) hours, or ten (10) hours accordingly, of holiday pay at the employee's straight time rate. The employee may elect in advance to forego the holiday pay and take off, with supervisor approval, another day as unpaid within two weeks following the holiday. In the situation where two or more are eligible, seniority will decide which day is selected so that there is no more than one (1) employee at a time exercising this option per day.

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 major fraction of four (4) hours worked (ie., more than 2 hours).

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 for employees hired prior to January 1, 2013. 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 for Employees hired before January 1, 2013 (\$21354.4)
- D. 2.0% at Age 62 Benefit Formula for Employees hired after January 1, 2013
- E. “Final Compensation” – Three Years (\$20037)

Retirement benefits related to medical insurance shall be subject to each retired employee’s specific length of service with the District. Each 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 employee is eligible as outlined below:

Retirement Medical Benefits for Employees hired Before and On or After July 1, 2013;

Length of District Service	Hired Before July 1, 2013 Percentage of Retirement Medical Insurance Premiums Paid by District*	Hired On or After July 1, 2013 Percentage of Retirement Medical Insurance Premiums Paid by District*
5 Years	50%	0%
6 Years	60%	0%
7 Years	70%	0%
8 Years	80%	0%
9 Years	90%	0%
10 Years	100%	50%
15 Years or More	100%	100%

*Up to the maximum monthly contribution set at the year the employee retires. For former employees who have retired prior to July 1, 2013 the maximum monthly contribution shall not exceed \$1,190 per month.

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 entrance/exit 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/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.

Although California has legalized marijuana for medicinal purposes, the District is not required to allow the medicinal use of marijuana in the workplace. Use or being under the influence of marijuana is strictly prohibited while on work time and may result in discipline, up to and including discharge.

The District will require an employee to undergo drug and alcohol testing at a laboratory designated and paid for by the District, to test for the presence of drugs and/or alcohol and to agree in writing to allow the results of those tests to be furnished to and used by the District, in the following circumstances:

1. Whenever 2 or more trained members of the management team have a reasonable suspicion that an employee is under the influence of drugs or alcohol during work time (for example, when an employee exhibits slurred speech, erratic behavior, loss of balance and coordination or similar conduct or appearance).

2. If an employee is involved in an accident that causes damage to property or injury to persons and the employee is reasonably suspected of being a possible cause of the accident.

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 OR OTHER VIOLENCE

Assault, or other physical violence 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 CEO & Port 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

Harbormasters and Facilities and Maintenance Technicians 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. Harbormasters –

- 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 Harbormasters 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 at the work place and ON DUTY only, changing time is not considered pay time. They shall not be worn at other times or for personal use. The District will replace uniforms as necessary. Worn, damaged, or unpresentable 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 temporarily assigned to a higher job classification, performing duties outside their job description and performing regularly in that capacity to fill a vacancy caused by extended (more than 1 day) sick leave, vacation, or any other reason shall be paid fully at the Step 1 rate of the position being temporarily assigned or 10% over the employee's current rate, whichever is higher, for the duration of the temporary assignment.

B. Upon temporary assignment, an employee will receive either the minimum of the first step of the new salary range or a ten percent (10%) 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/she 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 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, functional disability, religious belief (including dress or grooming practices), pregnancy, childbirth or related medical conditions (including breast feeding), ancestry, sexual orientation, gender identification and expression, physical or mental disability, medical condition, genetic characteristics, family care, marital status, status as a veteran or qualified disabled veteran, or any other classification protected by law.

ARTICLE 1.40 TUITION REIMBURSEMENTS

The District shall provide tuition reimbursement as administered by the CEO & Port Director, or his/her 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 obtain written approval in advance of the CEO & Port 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 CEO & Port 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:

Harbormaster Supervisor, Harbormaster, Trainees, Facilities Supervisor, Facilities Technician, Trainee, Maintenance Technician

ARTICLE 1.42 DEFINITIONS

Subject to any specific definitions to the contrary imposed by any insurance, retirement or other policy or contract for employee benefits, the following definitions are adopted:

CHILD: Includes a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner or a child who is either under age 18, or an adult dependent child.


SPOUSE: Defined in accordance with applicable state law, including common law marriage and registered domestic partner.

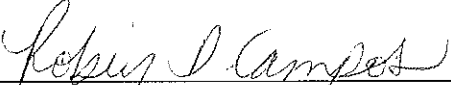
PARENT: Includes biological, foster, or adoptive parent, a step-parent, or legal guardian.

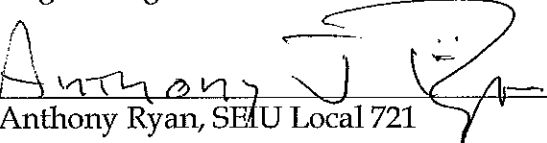
DOMESTIC PARTNER: Means person of the same or opposite gender who either can provide documentation of registration of the Domestic Partner relationship pursuant to a state, county or municipal provision, or can meet the following qualifications:


- 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.

SEIU LOCAL 721

By: 
Aram Agdaian, SEIU Local 721
Chief Negotiator

By: 
Robin Campos, SEIU Local 721
Negotiating Team Member

By: 
Anthony Ryan, SEIU Local 721
Negotiating Team Member

By: 
Robert Waterlander, SEIU Local 721
Negotiating Team Member

OXNARD HARBOR DISTRICT

By: 
Jason T Hodge, President

By: 
Jess Herrera, Secretary

EXHIBIT "A"

2013-2016 BARGAINING UNITS

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

Office Clerical Unit:

- Administrative Assistant
- Accounting Clerk
- Receptionist

Facilities Maintenance Unit:

- Facilities Supervisor
- Facilities Technician
- Facilities Technician Trainee
- Maintenance Technician

Harbormaster Unit:

- Harbormaster Supervisor
- Harbormaster
- Harbormaster Trainee

EXHIBIT "B"
OXNARD HARBOR DISTRICT
SEIU STEP TABLES
EFFECTIVE: JULY 1, 2013 to JUNE 30, 2016

Receptionist			
Step	Hourly	Annual	%
1	\$ 18.84	\$ 39,187	
2	\$ 19.74	\$ 41,068	4.8%
3	\$ 20.69	\$ 43,039	4.8%
4	\$ 21.69	\$ 45,105	4.8%
5	\$ 22.73	\$ 47,270	4.8%
6	\$ 23.82	\$ 49,539	4.8%

Facilities Supervisor			
Step	Hourly	Annual	%
1	\$ 33.71	\$ 70,106	
2	\$ 35.32	\$ 73,472	4.8%
3	\$ 37.02	\$ 76,998	4.8%
4	\$ 38.80	\$ 80,694	4.8%
5	\$ 40.66	\$ 84,567	4.8%
6	\$ 42.61	\$ 88,627	4.8%
7	\$ 44.65	\$ 92,881	4.8%
8	\$ 46.80	\$ 97,339	4.8%
9	\$ 49.04	\$ 102,011	4.8%

Harbormaster Supervisor			
Step	Hourly	Annual	%
1	\$ 33.71	\$ 70,106	
2	\$ 35.32	\$ 73,472	4.8%
3	\$ 37.02	\$ 76,998	4.8%
4	\$ 38.80	\$ 80,694	4.8%
5	\$ 40.66	\$ 84,567	4.8%
6	\$ 42.61	\$ 88,627	4.8%
7	\$ 44.65	\$ 92,881	4.8%
8	\$ 46.80	\$ 97,339	4.8%
9	\$ 49.04	\$ 102,011	4.8%

Administrative Assistant			
Step	Hourly	Annual	%
1	\$ 24.71	\$ 51,397	
2	\$ 25.90	\$ 53,864	4.8%
3	\$ 27.14	\$ 56,449	4.8%
4	\$ 28.44	\$ 59,159	4.8%
5	\$ 29.81	\$ 61,998	4.8%
6	\$ 31.24	\$ 64,974	4.8%

Facilities Technician			
Step	Hourly	Annual	%
1	\$ 27.13	\$ 56,420	
2	\$ 28.43	\$ 59,128	4.8%
3	\$ 29.79	\$ 61,966	4.8%
4	\$ 31.22	\$ 64,941	4.8%
5	\$ 32.72	\$ 68,058	4.8%
6	\$ 34.29	\$ 71,325	4.8%
7	\$ 35.94	\$ 74,748	4.8%
8	\$ 37.66	\$ 78,336	4.8%
9	\$ 39.47	\$ 82,096	4.8%

Harbormaster			
Step	Hourly	Annual	%
1	\$ 27.13	\$ 56,420	
2	\$ 28.43	\$ 59,128	4.8%
3	\$ 29.79	\$ 61,966	4.8%
4	\$ 31.22	\$ 64,941	4.8%
5	\$ 32.72	\$ 68,058	4.8%
6	\$ 34.29	\$ 71,325	4.8%
7	\$ 35.94	\$ 74,748	4.8%
8	\$ 37.66	\$ 78,336	4.8%
9	\$ 39.47	\$ 82,096	4.8%

Accounting Clerk			
Step	Hourly	Annual	%
1	\$ 24.71	\$ 51,397	
2	\$ 25.90	\$ 53,864	4.8%
3	\$ 27.14	\$ 56,449	4.8%
4	\$ 28.44	\$ 59,159	4.8%
5	\$ 29.81	\$ 61,998	4.8%
6	\$ 31.24	\$ 64,974	4.8%

Maintenance Technician			
Step	Hourly	Annual	%
1	\$ 22.79	\$ 47,403	
2	\$ 23.88	\$ 49,679	4.8%
3	\$ 25.03	\$ 52,063	4.8%
4	\$ 26.23	\$ 54,562	4.8%
5	\$ 27.49	\$ 57,181	4.8%
6	\$ 28.81	\$ 59,926	4.8%
7	\$ 30.19	\$ 62,802	4.8%
8	\$ 31.64	\$ 65,817	4.8%
9	\$ 33.16	\$ 68,976	4.8%

Trainees			
-----------------	--	--	--

Facilities Technician Trainee			
Step	Hourly	Annual	%
1	\$ 24.00	\$ 49,920	
2	\$ 25.15	\$ 52,316	4.8%

Harbormaster Trainee			
Step	Hourly	Annual	%
1	\$ 24.00	\$ 49,920	
2	\$ 25.15	\$ 52,316	4.8%



**HOURLY EMPLOYEE
PERFORMANCE EVALUATION REPORT**

EMPLOYEE NAME:		JOB TITLE:		DEPARTMENT:	
SUPERVISOR:		PERIOD COVERING:		DATE:	

There are eight (8) key performance measures to be evaluated for each hourly classification. Nine (9) for Supervisor positions. Performance measures should be linked to current business strategy and focus on significant business challenges or opportunities. At each fiscal year-end, the employee and their supervisor shall discuss specific accomplishments or developmental needs in support of each key performance category.

PERFORMANCE ASSESSMENT

SAFETY:
Demonstrates a commitment to safety by following safety rules & guidelines; follows good housekeeping practices, takes proper care of equipment.

INITIATIVE:
Takes advantage of training opportunities and progresses through work stations at an acceptable rate. Initiates actions without needing direction; Demonstrates a sense of urgency; Corrects errors; Requests assistance in a timely manner; Handles unexpected situations calmly & efficiently to minimize problems.

QUALITY:
Considers accuracy & the appearance of work, committed to producing a quality product and to continuous improvement efforts. Recognizes & learns from mistakes, taking appropriate action to reduce errors. Understands the role that quality plays in customer satisfaction.

PRODUCTIVITY:
Properly uses materials & equipment to effectively and efficiently complete varying workload in a timely fashion.

PROBLEM SOLVING:
Demonstrates the ability to gather information, to critically evaluate options, seeking alternative perspectives to identify root causes & develop solutions.

ATTENDANCE:
Regular & punctual attendance. Individual is at workpost when scheduled and remains for the duration of shift.

ACCOUNTABLE/DEPENDABLE:
Takes responsibility for decisions, actions & results; delivers on commitments. Acts in the best interest of the District and it's Customers; places success of the organization ahead of personal gain. Proactive in decisions and actions.

TEAMWORK:
Builds trust by respecting the ideas & contributions of everyone; works well with others. Encourages others on a regular basis; contributes to positive morale & spirit within the team.

SUPERVISORY SKILLS (If Applicable):
Demonstrate the ability to plan and organize, direct/develop employees, control and manage operations costs. Act as a leader within the organization by providing clear direction for staff.

OVERALL RATING
(See Note Below)

Place an X in 1 of the 3 rating boxes		
EXCEEDS EXPECTATIONS	MEETS EXPECTATIONS	NEEDS IMPROVEMENT

Supervisor Comments:

Supervisor Comments:

Supervisor Comments:

Supervisor Comments:

Supervisor Comments:

Supervisor Comments:

Supervisor Comments:

Supervisor Comments:

Supervisor Comments:

Supervisor Comments:



**HOURLY EMPLOYEE
PERFORMANCE EVALUATION REPORT**

EMPLOYEE NAME:		JOB TITLE:		DEPARTMENT:	
SUPERVISOR:		PERIOD COVERING:		DATE:	
Employee Comments (attach signed paper if necessary)			Employee Signature / Date		
			X		
			Supervisor's Signature / Date		
			X		
			Manager's Signature / Date		
			X		
Supervisor's Comments (attach signed paper if necessary)			Manager's Comments		

EXCEEDS EXPECTATIONS	<i>Includes but is not limited to; Always demonstrates initiative, provides exceptional feedback to management, consistently demonstrates a strong teamwork ethic and sets a standard to be followed by others. Ability to think outside the box, is proactive in problem solving, provides recommendations/solutions when presenting a problem. Builds trust by respecting the ideas and contributions of everyone. An exceptional employee in most aspects of performance and always meets expectations in every category.</i>
MEETS EXPECTATIONS	<i>Consistently performs effectively all duties as outlined in the position description, at times exceeding expectations.</i>
NEEDS IMPROVEMENT	<i>At times or more frequently performing below expected levels in one or more aspects of the Position Description; may make repetitive or frequent errors; may demonstrate inefficiencies or lack of attention to details in performing prescribed duties; may have interpersonal issues with co-workers or supervisors; may have a lack of understanding of equipment or duties.</i>
OVERALL RATING	<i>The Overall rating may be influenced by any one category that is significantly over or under performing in the evaluation of an employees performance. For Example, an employee may receive mostly "Meets Expectations" but is exceptionally excelling in Quality of work that an overall rating of "Exceeds Expectations" may be warranted, conversely, an Employee may be "Meeting Expectations" in all Categories but is having Attendance issues that are severely impacting the Port and thus may receive an Overall "Needs Improvement" rating.</i>

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
Prosthodontics 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 and all qualified 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
Prosthodontics 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 all qualified dependents.

EXHIBIT "E"

Oxnard Harbor District Management's Discussion and Analysis For the Fiscal Years Ended June 30, 2012 and 2011

Statement of Revenues, Expenses and Changes in Net Assets

Condensed Statement of Revenues, Expenses and Changes in Net Assets					
	2012	2011	Change	2010	Change
Revenues:					
Operating revenues	\$ 12,050,478	10,487,862	1,562,616	10,408,242	79,620
Non-operating revenues	169,142	200,705	(40,563)	825,562	(624,857)
Total revenues	12,210,620	10,688,567	1,522,053	11,233,804	(545,237)
Expenses:					
Operating expenses	6,965,729	6,840,424	125,305	7,092,975	(252,551)
Depreciation and amortization	2,978,656	3,010,045	(31,389)	3,087,810	(77,765)
Non-operating expenses	2,044,935	2,826,910	(781,975)	1,741,911	1,084,999
Total expenses	11,989,320	12,677,379	(688,059)	11,922,696	754,683
Net income before cap con	221,300	(1,988,812)	2,210,112	(688,892)	(1,299,920)
Capital contributions	4,005,845	785,965	3,219,880	666,247	119,718
Change in net assets	4,227,145	(1,202,847)	5,429,992	(22,645)	(1,180,202)
Net assets, beginning of year	52,620,567	53,823,414	(1,202,847)	53,846,059	(22,645)
Net assets, end of year	\$ 56,847,712	52,620,567	4,227,145	53,823,414	(1,202,847)

The statement of revenues, expenses and changes in net assets shows how the District's net assets changed during the fiscal years. Net assets increased by \$4,227,145 and decreased by \$1,202,847 for the fiscal years ended June 30, 2012 and 2011, respectively.

A closer examination of the sources of changes in net assets reveals that:

In 2012, the District's operating revenues increased by 14.90% or \$1,562,616 due primarily to an increase in cargo and property management activities. In 2011, the District's operating revenues increased by 0.76% or \$79,620 due primarily to an increase in cargo activities and a decrease in other operating revenues.

In 2012, the District's operating expenses increased by 1.83% or \$125,305 due primarily to an increase in professional and legal expenses of \$94,223 in the fiscal year. In 2011, the District's operating expenses decreased by 3.56% or \$252,551 due primarily to a decrease in insurance expense of \$351,131 as the District did not renew its earthquake insurance premium for fiscal year 2011.

Operating and Non-Operating Revenues

	2012	2011	Change	2010	Change
Operating revenues:					
Auto cargo	\$ 6,589,395	5,553,797	1,035,598	5,067,786	486,011
Fresh produce cargo	2,909,571	2,731,854	177,717	2,986,912	(255,058)
Offshore oil	651,839	616,907	34,932	716,410	(99,503)
Property management	1,398,892	1,177,109	221,783	1,142,746	34,363
Other operating income	500,781	408,195	92,586	494,388	(86,193)
Total operating revenues	12,050,478	10,487,862	1,562,616	10,408,242	79,620
Non-operating revenues:					
Investment earnings	24,500	42,016	(17,516)	31,669	10,347
Change in membership in VCR Co.	133,256	140,713	(7,457)	1,51,288	(10,575)
Other non-operating revenues	2,386	17,976	(15,590)	642,605	(624,629)
Total non-operating revenues	169,142	200,705	(40,563)	825,562	(624,857)
Total revenues	\$ 12,210,620	10,688,567	1,522,053	11,233,804	(545,237)

Total revenues increased by \$1,522,053 and decreased by \$545,237 in fiscal years 2012 and 2011, respectively.

EXHIBIT "F"
JOB DESCRIPTIONS FOR SEIU POSITIONS

POSITION TITLE	HARBORMASTER SUPERVISOR		
DEPARTMENT:	6000 - MARITIME OPERATIONS		
BARGAINING UNIT	SERVICE EMPLOYEES INTERNATIONAL UNIT, SEIU Local 721		
HOURLY RATE RANGE:	\$33.71 - \$49.04	ANNUAL SALARY RANGE :	\$70,106 - \$102,011
<p>POSITION DESCRIPTION: Under the direction of the Chief Operations Officer, or his/her designate, plans, coordinates and administers the use of assigned cargo, and commercial fishing terminals and related facilities; coordinates and reviews the work of assigned Harbormasters; and performs related duties as assigned. This position has primary responsibility for coordinating and managing the use of Port properties and facilities with tenants, terminal operators, shipping agents and stevedoring agents and for ensuring quality customer relations and service and compliance with Port tariff rules and regulations, lease agreements and permits. Incumbents coordinate, review, and evaluate the work of Harbormasters within assigned area.</p>			

ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE POSITION: The following statements are intended to describe the general nature and level of work performed by people assigned to this classification. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of personnel so classified.

- 1) Supervises work performed by Harbormasters.
- 2) Plans work schedules, assigns job priorities, and directs day-to-day tasks of the Harbormaster Department personnel.
- 3) Monitors the activities of and evaluates the performance of Harbormasters assigned to assist in the operation and management of maritime facilities.
- 4) Ensures proper completion and accounting of attendance and timesheet reporting.
- 5) Maintains and reports all vessel and cargo operations activity in an efficient, timely, and accurate manner for use in District critical statistical and financial purposes.
- 6) Provides monthly reports on incidents, Harbormaster activity and usage of Port owned Harbormaster boat.
- 7) Enforces provisions, rules and regulations in the District's Port Terminal Tariff.
- 8) Serves as a liaison with tenants, terminal users and customers to ensure quality customer relations and service.
- 9) Monitors and maintains reports regarding tenant operations for conformance to lease requirements.
- 10) Communicates with all inbound and outbound vessels via marine band radio to insure safe and orderly vessel traffic control in harbor waters.
- 11) Assists Port Pilots with the alignment and placement of ships and barges along their assigned berths.
- 12) Reviews cargo manifest and wharfage statements for accuracy.
- 13) Plans terminal space allocations for berthing, cargo or cruise ship operations.
- 14) Coordinates the berthing assignments for all vessels utilizing District wharves.
- 15) Directs and assists customers with the movement of cargo in and out of the harbor property to provide the greatest level of efficiency and the least amount of operational conflict for all users.
- 16) Makes arrangements with the NBVC Duty Officer after normal working hours for emergency berthing assignments on NBVC wharves if required.
- 17) Immediately reports to their director supervisor and/or the appropriate public safety agency of all illegal or unauthorized incidents such as breach of security, fires, accidents, injuries, vandalism, unauthorized entries, unexpected gatherings, workplace violence, labor strife, etc.
- 18) Ensures that all appropriate actions and notifications are made in the event of an oil spill or discharge of any hazardous materials

- 19) Contacts, communicates and coordinates with the Chief Operations Officer, Director of Maintenance, and/or CEO upon an incident and contacts appropriate law enforcement, fire, paramedic, etc.
- 20) Identifies damage(s) done to District property, locates the responsible party and generates damage/incident reports as required.
- 21) Researches special projects and develops reports.
- 22) Recommends, coordinates, and implements comprehensive Harbormaster Department programs.
- 23) Assists in developing and coordinating District safety and training programs.
- 24) Performs other related tasks as assigned.

QUALIFICATIONS: Knowledge of:

- 1) Marine shipping terms, practices, documents, cargo handling and recordkeeping.
- 2) Federal, state and local laws, regulations and codes applicable to the work, including safety, health and environmental laws.
- 3) Principles and practices of employee supervision, training and evaluation.
- 4) Safe work practices and safety equipment related to the work.
- 5) Principles and practices of sound business communications.
- 6) Computer software applications related to the work.
- 7) Ability to:
 - 8) Plan, organize, coordinate, schedule, assign and evaluate the work of others.
 - 9) Track and report Vessel and Cargo statistics etc. in a timely and efficient manner.
 - 10) Efficiently use computer software applications related to work reports etc.
 - 11) Identify and implement effective courses of action to complete assigned work.
 - 12) Exercise independent judgment within established guidelines.
 - 13) Establish and maintain effective, collaborative working relationships with Port tenants, customers, District staff and others encountered in the course of the work.
 - 14) Read, interpret and explain tariff rules and regulations, policies, procedures and other documents.
 - 15) Communicate effectively orally and in writing.
 - 16) Ability to perform work requiring extensive standing and bending motion, walking on uneven and inclined surfaces, and climbing ladders and ramps.
- 17) Ability to work variable work schedules.

MINIMUM REQUIREMENTS

Education, Training and Experience:

High School or G.E.D. equivalent; and three years of full-time experience as a Harbormaster or similar position in a maritime operation. One or more years of supervisory or lead experience in a maritime operation is preferred.

Licenses; Certificates; Special Requirements:

A current, valid California Class C driver's license at time of appointment and maintained at all times thereafter in order to operate a vehicle on District business. If assigned to perform work at any of the District's maritime facilities you must be able to pass a background check in accordance with current Federal and State requirements.

SPECIAL REQUIREMENTS

Incumbent must be able to pass a background check in accordance with current Federal and State Maritime facilities requirements, ie; must be able to successfully obtain a Transportation Workers Identification Card, (TWIC).

POSITION TITLE:	HARBORMASTER		
DEPARTMENT:	6000 - MARITIME OPERATIONS		
BARGAINING UNIT	SERVICE EMPLOYEES INTERNATIONAL UNIT, SEIU Local 721		
HOURLY RATE RANGE:	\$27.13 - \$39.47	ANNUAL SALARY RANGE :	\$56,420.00 - \$82,096.00
POSITION DESCRIPTION:			
<p>Under direction, monitors, inspects and coordinates the use of Port properties, terminals and facilities and private vessel moorings with tenants, terminal operators, cargo and cruise ship personnel and their agents, commercial fishing vessel operators and stevedoring representatives; ensures quality customer service and compliance with Port tariff rules and regulations, lease agreements, permits and contracts, and with relevant safety and security regulations; and performs related duties as assigned.</p> <p>This position provides a wide variety of inspection, administrative and customer-service and customer relations duties in an assigned group of cargo, passenger and/or commercial fishing marine terminals. Assignments require considerable independent judgment and initiative. Incumbents receive work direction from the Director of Operations.</p>			
ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE POSITION:			
<p>In addition to the Position Description, the Harbormaster will:</p> <ol style="list-style-type: none"> 1) Enforce provisions, rules and regulations in the Districts Port Terminal Tariff of the Oxnard Harbor District. 2) Acts as Port security officer designee as directed. 3) Patrols all areas of the District property and facilities and conducts routine defined safety/security rounds using a station detection system located throughout the Port area. 4) Assists port pilots with the alignment and placement of ships and barges along their assigned berths. 5) Communicates with all inbound and outbound vessels via marine band radio to insure safe and orderly vessel traffic control in harbor waters. 6) Ensures that all appropriate actions and notifications are made in the event of an oil spill or discharge of any hazardous materials. 7) Reviews cargo manifest and wharfage statements for accuracy. 8) Contacts, communicates and coordinates with the required Federal, State or local agency having operational area jurisdiction as an incident dictates. 9) Acts as liaison between District administration and its customers as necessary. 10) Controls and directs all vehicular traffic in harbor area. 11) Directs and assists customers with the movement of cargo in and out of the harbor property to provide the greatest level of efficiency and the least amount of operational conflict for all users. 12) Identifies damage done to District property, locates the responsible party and generates damage/incident reports as required. 13) Constantly monitors activities within Port boundaries related to navigation, cargo handling, vehicular traffic, and port access. 14) Coordinates the berthing assignments for all vessels utilizing District wharves. 			

- 15) Arranges shifting of berths for fishing boats, oil supply vessels and other small craft to provide berthing for ships, barges and other large vessels as necessary.
- 16) Implements directives from the Director of Operations and Maintenance relative to the berthing and cargo operations of commercial ships on Naval Base Ventura County (NBVC) owned docks.
- 17) Makes arrangements with the NBVC Duty Officer after normal working hours for emergency berthing assignments on NBVC wharves if required.
- 18) Receives calls and records messages in the absence of the Director of Operations and Maintenance.
- 19) Collects dockage fees from transient vessels and issues receipts.
- 20) Maintains a card index of vessel owners' addresses and telephone numbers.
- 21) Maintains a daily log of vessel movements and cargo operations conducted on District docks.
- 22) Maintains and prepares a reference of index cards containing the ship's registry and characteristics including taking photographs of those deep draft vessels in port as necessary.
- 23) Acts as an authorized weigh master to weigh and issue weight tickets for any vehicle requesting this service and collect the appropriate fees.
- 24) Ensures that vehicles arriving for sport-fishing park in the designated general parking areas.
- 25) Maintains clear access for emergency vehicles to District facilities and performs other safety-related tasks as required.
- 26) Checks water meter and records the quantities of water taken by any and all vessels on District docks.
- 27) Ensures removal of obstructions and debris left behind on the docks and in staging areas by port users after each cargo operation.
- 28) Immediately reports to the Director of Operations and Maintenance and/or the appropriate public safety agency of all illegal or unauthorized incidents such as breach of security, fires, accidents, injuries, vandalism, unauthorized entries, unexpected gatherings, workplace violence, labor strife, etc.
- 29) Turns on lights in work areas as needed.
- 30) Periodically inspects the small craft moored at District floating docks for the purposes of: a) determining if there are unauthorized persons on board, b) detecting pilferage or vandalism, c) determining the adequacy of mooring lines during inclement weather, d) detecting evidence of taking aboard water, and e) other reasons as required or assigned.
- 31) Performs other related tasks as assigned.

MINIMUM REQUIREMENTS:

- 1) A high school graduate with at least four (4) years' experience in port or harbor related functions with the ability to read and write to the level required to maintain official logs and prepare reports.
- 2) Strong familiarity with maritime matters pertaining to berthing vessels.
- 3) Ability to communicate professionally and clearly with the capacity of exercising authority in a professional and reasonable manner.
- 4) Ability to professionally interact with co-workers, port customers and dock workers.
- 5) Ability to compute volumes and convert weights into metric units.
- 6) Valid California Driver's license and capable of driving District's vehicles.
- 7) Ability to perform work requiring extensive standing and bending motion, walking on uneven and

inclined surfaces, and climbing ladders and ramps.

8) Ability to work variable work schedules.

POSITION TITLE:	FACILITIES SUPERVISOR		
DEPARTMENT:	8000 – MAINTENANCE		
BARGAINING UNIT	SERVICE EMPLOYEES INTERNATIONAL UNIT, SEIU Local 721		
HOURLY RATE RANGE:	\$33.71 - \$49.04	ANNUAL SALARY RANGE :	\$70,106.00 - \$102,011.00
POSITION SUMMARY:			
<p>Under the general supervision of the Director of Operations and Maintenance, the Facilities Supervisor supervises and performs the execution of the Oxnard Harbor District's maintenance and repair programs for utilities, physical plant facilities and capital equipment.</p>			
ESSENTIAL FUNCTIONS:			
<p>The Facilities Supervisor performs, but is not limited to, the following essential functions:</p> <ol style="list-style-type: none"> 1) Supervises work performed by Facilities Technicians involving, painting, masonry, carpentry, metal work, plumbing, welding, pile driving and electrical work. 2) Plans work schedules, assigns job priorities, computes and obtains materials requirements for jobs and directs day-to-day tasks of Facilities Maintenance personnel. 3) Ensures proper accounting of time, materials and equipment used. 4) Coordinates and implements comprehensive preventive maintenance programs. 5) Operates District vehicles, forklift, scissor lift and other heavy equipment. 6) Requisitions and maintains inventory of parts, supplies and materials. 7) Works on elevated platforms and other elevated locations. 8) Operates various types of heavy, light and complex equipment used in the maintenance and construction of port facilities. 9) Advises the Director of Operations and Maintenance regarding preventive maintenance programs and facilities repair work. 10) Performs linear measurements in order to compute the dimensions of surface areas. 11) Reads gauges measuring water and power usage. 12) Complies with all established safety and security standards and procedures as well and ensures compliance by personnel under supervision. 13) Reports potential problems or damages to supervisor and generates related reports if necessary. 14) Performs and reports on the annual evaluations for the maintenance workers and custodian. 15) Performs additional related duties as assigned. 			

QUALIFICATIONS:

- 1) At least a high school diploma and five (5) years of work experience in performing a variety of maintenance work and at least two (2) years of supervisory experience.
- 2) Strong knowledge of practices, techniques and equipment used in the maintenance of buildings and facilities, methods and techniques of carpentry, plumbing, electrical and painting work.
- 3) Ability to communicate effectively and to ensure the completion of all work assignments by those under his or her supervision.
- 4) Ability to read blue prints and prepare simple design sketches.
- 5) Ability to professionally interact with co-workers, port customers and dock workers.
- 6) Ability to write detailed instructions
- 7) Ability to provide training to personnel under his/her supervision.
- 8) Ability to safely operate power tools, manual tools and a variety of construction-related equipment.
- 9) Ability to walk on uneven surfaces, climb ladders, work on elevated platforms, lift carry, push, pull and move items weighing in excess of 50 lbs. and to constantly reach overhead and horizontally as well as to perform work requiring extensive standing, stooping and bending at the waist.
- 10) Ability to meet the requirements to wear respiratory protection equipment.
- 11) Valid California Driver's license and ability to drive District's vehicles.

POSITION TITLE:	FACILITIES TECHNICIAN		
DEPARTMENT:	8000 – MAINTENANCE		
BARGAINING UNIT	SERVICE EMPLOYEES INTERNATIONAL UNIT, SEIU Local 721		
FACILITIES TECHNICIAN TRAINEE HOURLY RATE RANGE:	\$24.00 - \$25.15	ANNUAL SALARY RANGE :	\$49,920.00 - \$52,316.00
FACILITIES TECHNICIAN HOURLY RATE RANGE:	\$27.13 - \$39.47	ANNUAL SALARY RANGE :	\$56,420.00 - \$82,096.00
POSITION SUMMARY:			
<p>Under the general supervision of the Facilities Supervisor, a Facilities Technician performs a variety of work in all areas of facility maintenance such as carpentry, welding, metal work, painting, equipment repairs, electrical, plumbing, and grounds maintenance.</p>			
ESSENTIAL FUNCTIONS:			
<p>A Facilities Technician performs, but is not limited to, the following essential functions:</p> <ol style="list-style-type: none"> 1) Conducts preventive and scheduled maintenance work. 2) Installs replacement parts on fixtures and machinery. 3) Operates a variety of hand, power and shop tools and equipment to perform metal work, masonry, carpentry, plumbing, mechanical and minor electrical repairs. 4) Operates District vehicles, forklift, scissor lift and other heavy equipment. 5) Performs construction work and alterations to physical plant facilities, utilities, and capital equipment. 6) Performs pile-driving work. 7) Works on elevated platforms and other elevated locations as assigned. 8) Operates various types of heavy, light and complex equipment used in the maintenance and construction of port facilities. 9) Calculates linear measurements in order to compute the dimensions of surface areas. 10) Reads gauges measuring water and power usage. 11) Complies with all established safety and security standards and procedures. 12) Reports potential problems or damages to supervisor. 13) Performs additional related tasks as assigned. <p>QUALIFICATIONS:</p> <ol style="list-style-type: none"> 1) A high school diploma and at least four (4) years of full-time experience in performing a variety of maintenance work such as carpentry, electrical, masonry, mechanical, painting, plumbing and related work. 2) Ability to professionally interact with co-workers, port customers and dock workers. 3) Basic knowledge of practices, techniques and equipment used in the maintenance of buildings and facilities. 			

- 4) Basic knowledge of methods and techniques of masonry, carpentry, plumbing, electrical and painting work and ability to perform heavy manual labor.
- 5) Ability to safely operate power tools, manual tools and a variety of construction-related equipment.
- 6) Ability to lift carry, push, pull and move items weighing in excess of 50 lbs. while walking on uneven surfaces.
- 7) Ability to perform work requiring extensive standing, stooping and bending at the waist, constant reaching overhead and horizontally, and climbing ladders and performing work on elevated platforms.
- 8) Ability to meet the requirements to wear respiratory protection equipment.
- 9) Valid California Driver's license and ability to drive District's vehicles.

POSITION TITLE:	MAINTENANCE TECHNICIAN		
DEPARTMENT:	8000 - MAINTENANCE		
BARGAINING UNIT	SERVICE EMPLOYEES INTERNATIONAL UNIT, SEIU Local 721		
HOURLY RATE RANGE:	\$22.79 - \$33.16	ANNUAL SALARY RANGE :	\$47,403.00 - \$68,976.00
POSITION DESCRIPTION:			
<p><u>GENERAL PURPOSE</u></p> <p>Under the general supervision of the Facilities Supervisor, the Maintenance Technician performs a variety of maintenance and janitorial duties.</p>			
ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE POSITION:			
<p>The Maintenance Technician performs, but is not limited to, the following essential functions:</p> <ol style="list-style-type: none"> 1) Sweeps, scrubs, mops, buffs, waxes, polishes, scrapes, refinishes and seals floors. 2) Cleans office furniture and empties waste receptacles. 3) Cleans and disinfects sinks, toilets and urinals on a daily basis. 4) Replenishes restroom and kitchen/break room supplies daily. 5) Cleans counters, shelves, mirrors and light fixtures in restrooms. 6) Cleans window coverings, washes windows, walls and doors. 7) Vacuums and shampoos rugs and carpets. 8) Cleans ceiling air vents as needed. 9) Installs replacement parts on fixtures. 10) Requisitions and stocks cleaning supplies and materials. 11) Repairs minor plumbing problems in restrooms. 12) Operates a variety of hand, power and shop tools and equipment to perform minor repair work. 13) Performs routine housekeeping. 14) Reports potential problems or damages to supervisor. 15) Operates District vehicles. 16) Performs additional related tasks as assigned. <p><u>QUALIFICATIONS:</u></p> <ol style="list-style-type: none"> 1) A High School Diploma and at least four (4) years of work experience in performing maintenance and janitorial duties. 			

- 2) Ability to professionally interact with co-workers, port customers and dock workers
- 3) Ability to safely operate power tools, manual tools and a variety of custodial-related equipment.
- 4) Extensive knowledge of cleaning techniques, procedures and safety precautions, in the use of custodial materials and chemicals, in the operation of vacuum cleaners, buffers, wet and dry pickups, scrubbers and other related custodial equipment.
- 5) Ability to lift carry, push, pull and move items weighing in excess of 50 lbs. Ability to walk on uneven surfaces. Ability to climb ladders and perform work on elevated platforms.
- 6) Ability to perform work requiring extensive standing and bending at the waist in addition to constant overhead and horizontal reaching.
- 7) Ability to meet the requirements to wear respiratory protection equipment.
- 8) Valid California Driver's license and ability to drive District's vehicles.

POSITION TITLE:	ADMINISTRATIVE ASSISTANT		
DEPARTMENT:	1000 – ADMINISTRATION		
BARGAINING UNIT	SERVICE EMPLOYEES INTERNATIONAL UNIT, SEIU Local 721		
HOURLY RATE RANGE:	\$24.71 - \$31.24	ANNUAL SALARY RANGE :	\$51,397 - \$64,974
POSITION DESCRIPTION:			
<u>GENERAL PURPOSE</u>			
Under the direction of the Chief Administrative Officer, performs a wide variety of responsible office clerical and administrative support functions, ranging in difficulty from routine to moderately difficult; acts as office receptionist and interacts with internal customers, vendors and other individuals; and performs related duties as assigned.			
ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE POSITION:			
<p>The following statements are intended to describe the general nature and level of work performed by this classification. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of personnel so classified.</p> <ol style="list-style-type: none"> 1) Attends to a variety of office administrative details; maintains inventory and orders office supplies; obtains price quotes; creates, tracks and follows up on online requisitions and purchase orders. 2) Maintains office equipment by keeping maintenance contracts current, performing minor repairs and requesting repairs as needed. 3) Keeps reference documents up to date; files, maintains, updates record logs and files. 4) Coordinates, arranges and confirms District events; meetings for department staff; arranges for meeting setup and refreshments; may attend meetings to take notes and types minutes. 5) In the absence of the Executive Aide / Clerk of the Board, performs clerical work in connection with Board meetings, e.g. preparation of the agenda, minutes, resolutions, ordinances and preparation and distribution of advance reference materials to Commissioners. 6) Serves as Board of Harbor Commissioners' meeting recorder in the absence of the Executive Aide / Clerk of the Board. 7) Opens all incoming mail with the exception of mail of a confidential or personal nature, date stamps and distributes it. 8) Assists staff by preparing memoranda and correspondence, maintaining and updating databases and files, tracking projects to monitor progress, and developing materials for presentations and workshops; interacts with consultants, contractors and outside agencies to ensure compliance with District standards, e.g. insurance records, permits. 9) Ensures materials, reports and documents for signature are accurate and complete; develops, revises and maintains master documents, templates and forms and maintains and enters a variety of data in databases and spreadsheets. 10) Copies documents for internal and external distribution; sends and receives faxes; routes documents for signature. 11) Acts as office receptionist and receives and screens visitors and telephone calls, providing information and handling issues that may require sensitivity and the use of sound independent judgment. 12) Receives requests for information and complaints from the public, refers the request or complaint 			

to appropriate staff; greets and directs visitors; reviews, determines the priority and routes incoming mail and correspondence.

- 13) Types, formats, proofreads, edits and routes correspondence, memoranda, lists, charts, reports, agreements, amendments, forms, fliers, bulletins, RFP's, RFQ's and other documents ranging from routine to moderate difficulty; types from drafts, notes, dictation or brief oral instructions, using word processing software; proofreads and checks typed and other materials for accuracy, completeness and compliance with District and department standards, policies and procedures.
- 14) Prepares tables and computations; establishes, manages, maintains and updates confidential, subject, project, and specialized office databases, logs, indexes and files; files documents; organizes and archives files and library items; assists staff in locating files and records.
- 15) Researches and assembles information from a variety of sources for the preparation of records and reports; makes arithmetic or statistical calculations.
- 16) May prepare travel and training requests; coordinates making travel and other arrangements for conferences and business trips; compiles expense reports.
- 17) Performs related duties as assigned.

QUALIFICATIONS:

- 1) At least four (4) years' experience as an Administrative Assistant or Clerk/Typist; Associate's Degree is desirable.
- 2) Ability to establish and maintain professional, cooperative and effective working relationships.
- 3) Ability to communicate effectively and professionally with visitors, customers and co-workers.
- 4) District Board agenda preparation guidelines and formats.
- 5) Maintain highly sensitive and confidential information.
- 6) Coordinate arrangements for meetings and special events.
- 7) Proficiency with personal computers, experience with various software programs for work processing and spreadsheets, ability to type at least 45 words per minute and ability to operate all office equipment.
- 8) Ability to maintain an organized filing system.
- 9) Ability to operate a keyboard to enter data into a computer for extended periods of time and the ability to reach overhead, above shoulders and horizontally and bend at the waist to update and maintain files.
- 10) Ability to lift at least 20 lbs.

MINIMUM REQUIREMENTS:

Education, Training and Experience:

High School or G.E.D. equivalent; and four (4) years of full-time experience as an Administrative Assistant or similar position in an office environment.

Licenses; Certificates:

A current, valid California Class C driver's license at time of appointment and maintained at all times thereafter in order to operate a vehicle on District business.

SPECIAL REQUIREMENTS:

Incumbent must be able to pass a background check in accordance with current Federal and State Maritime facilities requirements, ie; must be able to successfully obtain a Transportation Workers Identification Card, (TWIC).

POSITION TITLE:	RECEPTIONIST		
DEPARTMENT:	1000 - ADMINISTRATION		
BARGAINING UNIT	SERVICE EMPLOYEES INTERNATIONAL UNIT, SEIU Local 721		
HOURLY RATE RANGE:	\$18.84 - \$23.82	ANNUAL SALARY RANGE :	\$39,187.00 - \$49,539.00
POSITION DESCRIPTION:			
<u>GENERAL PURPOSE</u>			
Under the direction of the Executive Aide, the Receptionist performs varied clerical duties.			
ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE POSITION:			
<p>The Receptionist performs, but is not limited to, the following essential functions:</p> <ol style="list-style-type: none"> 1) Professionally greets visitors to the Administration Building and ensures that they have properly recorded their arrivals and departures in the security log. 2) Answers and handles the District's multi-line switchboard, routes all incoming telephone calls, retrieves voice messages and takes messages. 3) Performs clerical and other secretarial-type support duties as directed. 4) In the absence of the Executive Aide, performs clerical work in connection with Board meetings, e.g. preparation of the agenda, minutes, resolutions, ordinances and preparation and distribution of advance reference materials to Commissioners. 5) Serves as Board of Harbor Commissioners' meeting recorder in the absence of the Executive Aide. 6) Orders office supplies and maintains supply storeroom in a neat and orderly condition. 7) Opens all incoming mail with the exception of mail of a confidential or personal nature, date stamps and distributes it. 8) Opens logs and endorses checks and submits them to Accounting for deposit. 9) Maintains reservation logs for the Conference and Training rooms. 10) Maintains news articles scrap book. 11) Updates Resolution book table of contents. 12) Maintains and monitors all certificates of insurance for terminal agreements, leases, cargo handling permits, etc. and ensures that they are in full-force. 13) Maintains a log and ensures that all weigh scale tickets are in order and filled-out correctly. 14) Maintains records of truck/vehicle counts at Central Gate. 15) Maintains reception room in a neat and orderly condition. 			

16) Performs additional assignments as directed by Executive Aide and CFO/CAO and CEO & Port Director

QUALIFICATIONS:

- 1) At least five (5) years experience as a Receptionist, Administrative Assistant or Clerk/Typist and an Associate's Degree or Bachelor's Degree.
- 2) Ability to establish and maintain cooperative and effective working relationships.
- 3) Ability to communicate effectively and professionally with visitors, customers and co-workers.
- 4) Proficiency with personal computers, experience with various software programs for work processing and spreadsheets, ability to type at least 50 words per minute and ability to operate all office equipment.
- 5) Ability to maintain an organized filing system.
- 6) Ability to operate a keyboard to enter data into a computer for extended periods of time and the ability to reach overhead, above shoulders and horizontally and bend at the waist to update and maintain files.
- 7) Ability to lift at least 20 lbs.

POSITION TITLE:	ACCOUNTING CLERK		
DEPARTMENT:	1200 – FINANCE & ACCOUNTING		
BARGAINING UNIT	SERVICE EMPLOYEES INTERNATIONAL UNIT, SEIU Local 721		
HOURLY RATE RANGE:	\$24.71 - \$31.24	ANNUAL SALARY RANGE :	\$51,397.00 - \$64,974.00
POSITION DESCRIPTION:			
<p><u>GENERAL PURPOSE</u></p> <p>Under direction of the Director of Finance and Accountant, the Accounting Clerk performs varied accounting duties related to the preparation, maintenance and review of financial records, accounts, and reports.</p>			
ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE POSITION:			
<p>The following statements are intended to describe the general nature and level of work performed by this classification. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of personnel so classified.</p> <ol style="list-style-type: none"> 1) Maintains contact with District personnel to supply accounting data, secure information, and furnish advice based on established principles and practices. 2) Under supervision, makes day-to-day decisions concerning the accounting treatment of financial transactions. 3) Assists in the selection, implementation and use of automated accounting systems. 4) Prepares documents as required by auditors. 5) Makes recommendations to improve and streamline operating procedures and automated systems. 6) Assists in the preparation and tracking of budgets and allocations. 7) Prepares routine correspondence and reports. 8) Participates in special research projects as assigned by the Director of Finance or Accountant. 9) Maintains Capital Project (RCF) and fixed asset files. 10) Compares purchase orders, contracts and service agreements to invoices, verifies accuracy and completeness and reconciles any discrepancies and processes payments. 11) Posts cash receipts to general ledger system. 12) Maintains records and files in support of accounts payable function and duties. 			

- 13) Answers telephones, greets visitors and provides information and assistance to District personnel and customers.
- 14) Checks for compliance with established District policies and procedures and governmental regulations.
- 15) Performs other related duties as assigned.

QUALIFICATIONS:

- 1) At least five (5) years of accounting experience and an Associate or Bachelor degree in accounting or a related field is preferable.
- 2) Strong knowledge of accounting and auditing principles, practices and procedures, statistical and fiscal record-keeping principles, rules and regulations concerning assigned accounting activities.
- 3) Strong interpersonal communication skills that combine tact, patience and courtesy.
- 4) Ability to establish and maintain cooperative and effective working relationships with others.
- 5) Proficiency with personal computers, including word processing, spreadsheet applications and accounting related software programs.
- 6) Strong verbal and written communication skills.
- 7) Ability to maintain fiscal records and accounts.
- 8) Ability to perform technical accounting work in the preparation, maintenance and review of District financial records, accounts and reports and to meet schedules and timelines.
- 9) Ability to assure compliance with applicable District policies, procedures and governmental regulations.
- 10) Ability to balance and reconcile accounts, prepare financial records, reports and statements, process and record accounting transactions accurately.
- 11) Ability to operate a keyboard to enter data into a computer for extended periods of time and the ability to reach overhead, above shoulders and horizontally and bend at the waist to maintain files.
- 12) Ability to lift at least 20 lbs.

MINIMUM REQUIREMENTS:

Education, Training and Experience:

High School or G.E.D. equivalent; and four (4) years of full-time experience as an Administrative Assistant or similar position in an office environment.

Licenses; Certificates:

A current, valid California Class C driver's license at time of appointment and maintained at all times thereafter in order to operate a vehicle on District business.

Special Requirements:

Incumbent must be able to pass a background check in accordance with current Federal and State Maritime facilities requirements, ie; must be able to successfully obtain a Transportation Workers Identification Card, (TWIC).