

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
OXNARD HARBOR DISTRICT  
AND THE  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721  
Commencing July 1, 2019 and expiring June 30, 2024

July 1, 2019 to June 30, 2024  
MEMORANDUM OF UNDERSTANDING  
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**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, 2019 and expires June 30, 2024 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. Unless specifically provided herein, changes in wages, hours and terms and conditions of employment shall be prospectively effective upon Board approval and adoption of this MOU.

**ARTICLE 1.02 IMPLEMENTATION, RATIFICATION**

This MOU constitutes a joint recommendation between the parties 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 ratified by SEIU and approved by the Board of Harbor Commissioners. 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 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". SEIU shall provide a list of job stewards annually in writing in July by submitting the list of stewards to the CEO/Port Director, or designee. Should there be a change in job stewards; SEIU will notify the CEO/Port Director, or designee in writing within ten business days of the change.

**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 most recent 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 impacts 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:

- Determine and modify the organization of the District;
- Determine the nature, standards, levels, and mode of delivery of District services;
- Determine the methods, means, and the number and kinds of personnel by which services are to be provided;

- Direct employees, including scheduling and assigning work, work hours, and overtime.
- Establish employee performance standards and compliance therewith;
- Relieve employees because of lack of work or lack of funds or for other legitimate reasons;
- Implement rules, regulations, and directives consistent with law and the specific provisions of this MOU;
- Take all necessary actions to protect the public and carry out its mission in emergencies;
- Determine the content of job classifications;
- 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**

The District operates with a minimum payroll increment of time of fifteen (15) minutes. For purposes of timekeeping and payroll, District employees are to round work time to the nearest fifteen-minute increment. For example, working seven and a half minutes rounds down to zero and working more than seven and a half minutes rounds up to fifteen minutes. Working less than seven and a half minutes is considered de minimis time.

The standard work period for all unit members shall consist of seven (7) consecutive days (168 recurring hours) from 12:00 a.m. on Tuesday through 11:59 p.m. on Monday.

The standard hours of work shall consist of 40 hours per week.

**A. HARBORMASTER UNIT**

## 1. HARBORMASTER SUPERVISOR

The Harbormaster Supervisor's work schedule (hours of work and days of work) will be Monday – Friday 0730 1530. The District has the discretion to change or modify the work schedule (hours of work and/or days of work) to meet operational needs. The Harbormaster Supervisor is entitled to two fifteen-minute rest periods and one thirty-minute paid meal period each workday as scheduled by the Chief Operating Officer.

## 2. HARBORMASTER I/II

The Harbormaster I/II has a flexible work schedule. Harbormasters I/II select one of three watches which are defined as the hours worked per day and the District assigns shifts which are identified as the days of the week the Harbormaster I/II works his/her watch. The District determines the number of employees working each watch and each shift. There is no minimum staffing requirement for Harbormaster I/II. The District may change an employee's shift (workdays) by providing the employee seven days' notice of the change in shift.

Harbormaster I/II are assigned a 4/10 work schedule which consists of assignment to one of three designated ten (10) hour watches scheduled as four consecutive days of work followed by three consecutive days off. The District may implement alternative/flexible schedules which may modify watches or shifts. When the District finds it necessary to implement alternative/flexible schedules, the District shall meet and confer with SEIU Local 721 prior to its implementation.

The three (3) designated watches are 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

Harbormaster I/II shall not be required or permitted to work more than fifteen (15) hours in any twenty-four (24) hour period measured from the actual time that the employee begins work.

Harbormaster I/II shall choose one of the three designated watches every July 1 based upon seniority. A change in any watch will not take effect until the beginning of the work period that includes August 1<sup>st</sup> following the selection. If two (2) or more Harbormaster I/II seek the same watch, the Harbormaster I/II with the most seniority shall be assigned the watch. The Harbormaster I/II will continue to work the assigned watch for the next twelve (12) month period. During the course of a year should a Harbormaster I/II position (in a watch other than watch #1) become vacant and a new individual is hired to fill the vacancy and has completed the initial training period, the

most senior Harbormaster on Watch #1 may elect to switch to the vacant watch and the new employee will be assigned Watch #1 graveyard. Annual watch selection will remain in July as noted above.

Harbormasters working Monday through Friday Watch #2 will be regularly staffed with two Harbormasters. On any weekday (except Wednesday, Thursday or Friday) when there are two or more vessels engaged in international trade at the Port, should a Watch 2 Harbormaster request and be granted leave time, five (5) hours of his/her watch will be backfilled with overtime.

### 3. REST AND MEAL PERIODS

Harbormasters I/II are provided two fifteen-minute rest periods per watch. The first rest period typically is scheduled two hours into the watch and the second rest period is typically scheduled approximately two hours prior to the end of the watch. Rest periods cannot be combined nor can they be used at the beginning or end of a watch. Rest periods should be taken at the location where the employee is working at the time of the break. Any travel time from a worksite to another location (including back to the Port) will be counted as part of the fifteen-minute rest period.

Harbormaster I/II are provided a thirty minute on-duty meal period as Harbormaster I/II may be called to perform work during the meal period.

If a Harbormaster I/II works for more than ten (10) hours, a second thirty minute on-duty meal period shall be scheduled. The second meal break may be waived by mutual agreement of the employee and his/her supervisor.

## B. FACILITIES MAINTENANCE UNIT

### 1. FACILITIES SUPERVISOR

The Facilities Supervisor's work schedule (hours of work and days of work) will be Monday-Friday 0700-1600. The District has the discretion to change or modify the work schedule (hours of work and/or days of work) twice per year a maximum duration of two weeks per change. The Facilities Supervisor is entitled to two fifteen-minute rest periods and one sixty-minute unpaid meal period each workday as scheduled by the Chief Operating Officer.

### 2. LEAD FACILITIES TECHNICIAN

The Lead Facilities Technician's work schedule (hours of work and days of work) will be a 4/10 (0700 - 1730) schedule that rotates Monday-Thursday and Tuesday-Friday on a quarterly basis. The District has the discretion to change or modify the work schedule (hours of work and/or days of work) twice per year a maximum duration of two weeks per change. The Lead Facilities Technician is entitled to two fifteen-minute rest periods



and one thirty-minute unpaid meal period each workday as scheduled by the Chief Operating Officer.

### 3. FACILITIES TECHNICIAN I/II

The Facilities Technician I/II works a 0700 to 1730 watch (hours of work). The District assigns the shift (days of work). The District determines the number of employees working each watch and each shift. There is no minimum staffing requirement for Facilities Technicians I/II. The District may change an employee's shift (workdays) by providing the employee seven days' notice of the change in shift.

Facilities Technicians I/II are assigned a 4/10 work schedule which consists of assignment to a ten (10) hour watch scheduled as four consecutive days of work followed by three consecutive days off.

The District may adjust employee work schedules up to two (2) 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 period.

### 4. MAINTENANCE TECHNICIAN

The standard work schedule for the Maintenance Technician is Monday through Friday from 0530 - 1400.

The District may adjust employee work schedules up to two (2) 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.

### 5. CUSTODIAN

The standard work schedule for the Custodian is Monday through Friday from 0700 - 1530.

The District may adjust employee work schedules up to two (2) 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.

### 6. GROUNDSKEEPER

The standard work schedule for the Groundskeeper is Monday through Friday from 0700 - 1530.

The District may adjust employee work schedules up to two (2) 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.

## 7. REST AND MEAL PERIODS

The Facilities Maintenance Unit employees are provided two fifteen-minute rest periods per shift. The first rest period typically is scheduled two hours into the shift and the second rest period is typically scheduled approximately two hours prior to the end of the shift. Rest periods cannot be combined nor can they be used at the beginning or end of a shift. Rest periods should be taken at the location where the employee is working at the time of the break. Any travel time from a worksite to another location (including back to the Port) will be counted as part of the fifteen-minute rest period.

The Facilities Maintenance Unit employees, with the exception of the supervisor are provided a thirty-minute unpaid meal period. The unpaid meal period should begin within five (5) hours from the beginning of the work shift (i.e. typically on or around 12:00 p.m.). Employees in these classifications are not paid during the meal period and are therefore permitted to leave their worksite during the meal period. The Facilities Supervisor is provided a 60-minute unpaid meal period.

### C. OFFICE CLERICAL UNIT

The employees in the Office Clerical Unit work Monday – Friday 0800 - 1700. Regular hours of work are eight hours per workday and are determined by the District to support operational needs.

Employees in the Office Clerical Unit are provided two fifteen-minute rest periods per day. Rest periods are scheduled by the Supervisor. The first rest period typically is scheduled two hours into the workday and the second rest period is typically scheduled approximately two hours prior to the end of the workday. Rest periods cannot be combined nor can they be used at the beginning or end of a workday. Rest periods should be taken at the location where the employee is working at the time of the break. Any travel time from a worksite to another location will be counted as part of the fifteen-minute rest period.

Employees in the Office Clerical Unit are provided a one-hour unpaid meal period. The unpaid meal period should begin within five (5) hours from the beginning of his/her workday. Employees in these classifications are not paid during the meal period and are therefore permitted to leave their worksite during the meal period.

### D. PART-TIME EMPLOYEES

Part-time Employees may be hired by the District at its discretion. 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 a position where such attributes are required. When feasible a rotation process may be used for transfer assignments.

#### F. 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.

#### G. VOLUNTARY WATCH/SHIFT TRADE

Within the scope of this provision, two non-supervisor District employees within the same Unit and same job classification may voluntarily agree, with the written approval of the District, to trade for one another during scheduled work hours. Employees who voluntarily agree to shift/watch trading will not receive overtime compensation as a result of the trade. Such trades will not be approved if they create overtime. Employees may utilize trade time in scheduling work hours under the following guidelines and conditions:

- a. Prior written approval must be obtained from the employees' Supervisor. Prior written approval will be granted from the employees' supervisor as long as the criteria below has been met and the request is received at least three (3) days prior to the first part of the trade.
- 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 PTO form as: T/W for trade day worked and T/O for trade day off. A notation in the comments section of the PTO form is required.

#### H. CALL-BACK/RETURN TO WORK

An off-duty Harbormaster I/II, Maintenance Technician, Facilities Technician I/II, Custodian, and Groundskeeper 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 called off-duty and asked to return to work (i.e. called back unexpectedly) 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. An employee working

pursuant to a call-back will work the number of hours as directed by the District and be paid for all hours worked.

Administrative Assistant and Receptionist are not subject to call-back. Pre-scheduled overtime may be assigned with advanced notice.

Should a call-back cross into an employee's regular work hours, the employee will receive the four-hour minimum in addition to his/her regular hours worked. For example:

An employee is scheduled to begin his/her regular work day (Watch #2) which begins at 0700. The employee is unexpectedly called to return to work and begin working at 0500. The employee works from 0500-0700 and is paid time and a half for the hours worked. At 0700, the employee begins to work his/her regular watch and is paid at straight time. Since the call back results in a cross over into regular work hours, the employee is paid time and a half for the call-back hours actually worked and will receive two additional hours of pay at time and a half for the call-back minimum. Call back minimum that is paid for the inconvenience of being called back without prior notice but is pay for time that is not actually worked and does not count toward overtime eligibility.

Harbormaster, Facilities Supervisors and the Lead Facilities Technician who rotate and respond as part of the call-back process receive the four-hour minimum when responding to a call back and returning to work.

Harbormaster and Facilities Supervisors who perform after hours work (i.e. respond to phone calls or call employees back to work) receive a minimum call-back amount of thirty minutes per day and are paid for time actually worked.

#### I. EARLY REPORT/HOLD OVER

An employee who is asked to remain at work after the completion of his/her designated watch or shift, or to arrive early before the beginning of his/her scheduled watch or shift, is not entitled to any minimum amount of pay, but rather will be paid for the time they are actually at work.

#### J. TIME RECORDING SYSTEM

The District 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 unpaid meal breaks. Specifically, employees must clock in at the start of their work day and be ready to begin work at their work assignments at the starting time of the watch/shift, and clock out at the end of their work day.

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

No employee may use or tamper with another employee's time recording device under any circumstance. Such action is considered falsification of records and/or damage to District property and will result in disciplinary action up to and including termination of employment. In addition, failure to clock in and out may result in similar disciplinary action.

## **ARTICLE 1.08 OVERTIME AND COMPENSATORY TIME BANK**

### **A. OVERTIME**

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 (with the exception of the use of sick leave) counts as time worked. For planned, scheduled 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 (i.e. remain at work/hold over or report early to work) 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 following his/her 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 employee being offered overtime.

Overtime hours are worked as needed at the direction of the District. Assignment to overtime may not coincide with the hours and/or days of typical watches and/or shifts.

### **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 a maximum of one hundred (100) hours compensatory time-off (or approximately 66 hours of overtime) during a fiscal year. Employees may elect to accrue comp time (up to the cap) or to be paid overtime for each hour worked; no partial accrual/payment option is permitted.

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 Personal Time Off (PTO) form submitted by the employee. A "fiscal year" is the period from July 1 of one calendar year through June 30 of the next calendar year.

**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 to said administrative policy directly affecting SEIU unit members, SEIU Local 721 shall be advised of the proposed changes so that the District and SEIU Local 721 can meet and confer about the proposed changes, as soon as possible, 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.

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. In the event of an emergency necessitating immediate action, the District shall notify Local 721 and employee Stewards in writing within 72 hours of the adoption of any policy or resolution by the Board, and upon request, meet with Local 721 and employee Stewards within 14 calendar days of such adoption. An emergency is an event outside the District's control such as a natural disaster, fire, accident, or incident that includes destruction of property or a safety risk to the public requiring a response of District and safety personnel (Police and/or Fire).

**A. 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's purpose is to work effectively together to resolve issues regarding the implementation of MOU

provisions or other workplace conflicts. The Labor/Management Committee shall consist of employee Stewards and an equal number of Management employees. An SEIU Local 721 representative and an outside Management 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 SEVERABILITY CLAUSE**

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. SALARY RANGE**

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

Effective the beginning of the pay period following July 1, 2019, the salary range of each classification will be increased by 3.5%.

Effective with the pay period that follows July 1<sup>st</sup> of 2020, 2021, 2022, and 2023 the salary range of each classification will be increased by 2%.

##### **B. PROBATIONARY PERIOD**

All new employees serve an initial probationary period of one year (12 months).

##### **C. MOVEMENT WITHIN THE SALARY RANGE**

1. New employees are typically hired at the minimum of the salary range in the classification. The CEO & Port Director may approve appointment at a rate of pay in the range based on prior related work experience.
2. Movement within the salary range shall be based on satisfactory performance.
3. All unit members are eligible to receive a 3% base pay increase once every twelve months (annually) upon receipt of a performance evaluation and when demonstrating satisfactory performance up to the maximum of the salary range.

4. Each employee's supervisor is responsible for timely evaluation of the employee on an annual basis. The form for the performance evaluation shall be the Employee Evaluation Report attached as Exhibit "C."
  - a. New employees will receive an initial performance evaluation after ninety (90) days of employment. This initial evaluation shall not result in a salary increase.
  - b. Evaluations shall be presented to the employee approximately thirty days prior to an employee's anniversary/hire date or promotional date, unless an extension is granted by the CEO & Port Director. Any extensions for the employee's annual performance evaluation will be communicated to the employee. 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 salary adjustment (3%) retroactive to the date the salary adjustment was due. Salary increases shall not occur more frequently than once every twelve months.
5. Upon reaching the maximum of a salary range, employees will continue to receive an annual performance evaluation but will not be eligible for additional salary adjustments that coincide with receipt of performance evaluations.
6. An employee may be denied a salary increase by the CEO & Port Director if:
  - a. During the evaluation interval the employee received disciplinary action and the employee's behavior has not improved as of the date of the evaluation; or
  - b. The employee is rated as "Needs Improvement" on three (3) or more assessment categories of the Employee Evaluation Report attached as Exhibit "C".
    - i. If an employee is denied a salary 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 a salary increase, if performance has not improved, or (2) grant a salary increase effective the date the interim evaluation was conducted. Whenever a salary increase has been denied, the employee shall have the right to seek remedies through the grievance procedures established in this MOU.



7. If an employee is transferred from one job classification to another job classification with the same wage rate, the employee will move to the same base pay rate in the new classification. Upon completing one year in the new assignment, and receipt of a performance evaluation that demonstrates satisfactory performance, the employee is eligible for a base pay increase of 3% (subject to the maximum of the salary range).
8. An employee promoted from one classification to another classification with a higher maximum salary will be initially promoted to the minimum of the new salary range or a pay rate in the new salary range that provides a minimum of a 3% an increase in base pay. They will be eligible for the next salary increase one year after promotion.
9. Employees in level I Harbormaster or Facilities Technician classifications who after ten years of service in the level I classification, receive their next performance evaluation with at least three exceeds expectations ratings, will be promoted to the level II classification. With the promotion, the employee will receive the salary increase provided in the MOU.

#### D. DIRECT DEPOSIT

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

#### E. VOLUNTARY 457 DEFERRED COMPENSATION PLAN

The District shall maintain the CalPERS 457 plan for employee's choice and voluntary participation. The District will provide an employer match of \$85.00 per pay period for any employee who voluntarily contributes at least \$85.00 per pay period.

#### F. SHIFT DIFFERENTIAL

Harbormaster's I/II who are regularly assigned (i.e. selected and scheduled to work for twelve months) to work Watch #1 (2130-0730) will be provided with a 6% shift differential paid for regularly scheduled hours actually worked on that watch (use of leave as substitute for regular hours is not subject to shift differential premium).

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) and Section 571.1(b)(3).

Harbormaster's I/II who are regularly scheduled to work watch #1 and who work

another watch shall not be eligible for shift differential premium pay for any other watch.

#### G. CERTIFICATION PAY

With pre-approval and upon successful attainment of a job-related certification that would benefit the District, non-supervisory employees may receive Certification Pay of 1%. Employees may receive certification pay for a maximum of three District approved certifications (up to 3%). Pre-approval by the CEO is required. Certification must remain current to continue to receive the certification pay.

#### H. LUMP-SUM SALARY PAY

In year one (1) of this agreement (July 1, 2019- June 30, 2020) a one-time payment of 1.5% of each employee's annual base rate compensation (Employee's hourly rate at June 30, 2019, times 2080 hours, times 1.5%) shall be paid to each employee under this agreement if the Port experiences a 5% or greater increase in "Total Revenue" from fiscal year 2018/2019 to 2019/2020. The one-time payment will increase should the Port experience an increase in revenue from fiscal year 2018/2019 to 2019/2020 as noted below:

- 6% increase in revenue = 2% one-time payment
- 7% increase in revenue = 2.5% one-time payment
- 8% increase in revenue = 3% one-time payment
- 9% increase in revenue = 4% one-time payment
- 10% increase in revenue = 5% one-time payment

Such payment will be paid with the pay period that follows Board approval of this MOU, 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 "D") 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.  $\$1,522,053 \div \$10,688,567 = 14.2\%$

In each subsequent fiscal year of this agreement, through the fiscal year ending on June 30, 2024, the revenue based lump sum payment may be provided in the same manner as noted above. Beginning with the second year of the agreement, the payment will be paid with the pay period that includes October 15<sup>th</sup> or upon receipt of the District's annual Audit from its auditing firm, whichever occurs later.

**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 the posting of SEIU Local 721's business and social events under the following conditions:

- A. SEIU Local 721 representatives shall post union materials only on the bulletin boards.
- B. SEIU Local 721 shall provide to the District copies of materials that are posted on the bulletin boards.
- C. If the District objects to the contents of such material, the District shall notify the SEIU Local 721 representative, and the material shall be removed.

**ARTICLE 1.14 NEW EMPLOYEE ORIENTATION**

The Oxnard Harbor District shall provide SEIU 721 written notice of Employer-wide new employee orientations which will be attended by employees eligible for representation by SEIU 721[no matter how few participants, and whether in person or online] at least ten (10) business days prior to the event, except a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. Representatives of SEIU 721 shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, including but not limited to current SEIU 721 membership and COPE forms, as well as the contact information of SEIU 721

representatives. No representative of management shall be present during the Union's presentation. Release time shall be granted for one (1) employee steward to participate in the new employee orientations. "New hires" shall be defined to include any employee new to SEIU 721, including, but not limited to, through accretion or promotion/demotion.

The District shall include in their new hire packet and distribute at the new employee orientations information regarding access to the Memorandum of Understanding (MOU).

#### **ARTICLE 1.15      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 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 (e.g., disability.) If the economic conditions so require, 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 and advancement 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 (incorporated herein by reference) or as section 12411 may be amended in the future.

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 or demotion for the reasons listed in this paragraph are not disciplinary actions. A layoff may affect one or more departments and/or classifications as the needs of the District dictate.

The order of layoff shall be determined from within the job classification to be affected and based on an employee's service time with the District. Where the date of hire of two

(2) or more regular employees to be affected is the same date, then special skills and abilities will be primary factors considered in selecting which employee will be retained.

## **ARTICLE 1.16 PERSONNEL FILES AND AVAILABILITY OF DATA**

### **1. 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.

### **2. AVAILABILITY OF DATA**

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

- a. Personnel, medical, and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy or be contrary to merit system principles, unless authorization by the individual employee is obtained.
- b. Working papers or memoranda that are not retained in the ordinary course of business or any public records available which clearly outweigh the public interest served by disclosure of the record.
- c. Records pertaining to litigation 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 1.17 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.

It is agreed and understood that during the term of the MOU and while engaged in the meet and confer process on a successor MOU, no employee, organization, its representatives, or members shall engage in, cause, instigate, encourage, or condone a strike, sympathy strike, work stoppage, work slowdown or sick-outs of any kind. 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 1.18 UNION DUES AND MEMBERSHIP**

##### **A. DUES AND OTHER DEDUCTIONS**

Upon written notice from SEIU that an authorization for dues deduction has been received, the District shall, during the term of this MOU, deduct from the employee's salary monthly dues of each employee in the recognized representative unit. 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 dues provision. The District agrees to remit such deductions to SEIU Local 721 monthly. Any request 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.

**B. MAINTENANCE OF MEMBERSHIP**

Any employee in this unit who has authorized Union dues deduction as of the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deduction made by the District during the term of this MOU; provided however that any employee in the unit may terminate such Union dues during the period not less than thirty (30) business days and not more than forty-five (45) business days before the expiration of this MOU, by notifying the Union of their termination of dues in writing. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name, and name of Union from which dues deductions are to be cancelled. The Union will provide the District's Chief Financial/Administrative Officer with the appropriate documentation to process the dues cancellation within ten (10) business days after receipt of cancellation notice.

**ARTICLE 1.19      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 or interpretation 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/she 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 the completion of such discussion. When a grievance has been determined to be in the employee's favor, the District shall compensate any affected employee for any monies or time which may be 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 1.20      ARBITRATION**

Grievances which may be processed through the procedures set forth in this Article, shall be limited to those which have not been settled pursuant to the provisions and definitions as set forth in Article 1.19, above. Grievances which are not settled pursuant to the grievance procedure herein shall be resolved in the following manner:

A. The employee who desires to initiate arbitration must give notice to the District of the intent to do so no later than ten (10) calendar days after receipt of the decision of Formal Level grievance written decision of the CEO & Port Director.

B. As soon as possible, and in any event, not later than fifteen (15) calendar days after the District received notice from the employee 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 flipping a coin.

C. 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 if the employee is on-duty.

D. 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 him/her by the respective parties in the presence of each other.

E. Either party may be represented by legal counsel.

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

G. The decision of the arbitrator, which shall be in writing, shall be final and binding upon the parties to the dispute.

H. 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 1.21      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 1.22      LEAVES OF ABSENCE**

### **A. 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 thirty (30) days from the date of death. The timeframe to use bereavement leave may be extended when funeral services fall outside of the thirty-day timeframe. Requests for bereavement

outside of the thirty-day timeframe may be requested by the employee and are subject to approval of the CEO/Port Director. Immediate family shall consist of spouse, registered domestic partner, parents, grandparents, siblings, children, grandchildren of the employee or the spouse, or of any other significant person who maintains a spouse-like relationship with the employee.

## B. CATASTROPHIC LEAVE DONATION

During the term of this agreement, the District agrees to develop a IRS compliant policy for Catastrophic Leave Donations applicable to all District employees.

## C. 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
December 25	– Christmas Day

Every paid holiday provided by the District directly reflects the general public holidays signed into law by the President or Governor. With the first pay period in each fiscal year, each employee shall receive three and a half (3.5) floating holidays which may be taken subject to work schedules and operational requirements. In the last pay period of a fiscal year unused floating holiday hours will be placed in the employees’ vacation bank. This may result in a cash out of leave if the employees vacation bank exceeds 400 hours. 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.

For employees in assignments where holiday leave (time off for the holiday) can be granted, the employee will substitute holiday leave for regular hours worked on the designated holiday. 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. Should the District determine that staffing levels can be reduced on a holiday, the District can reduce the number of employees working on the holiday and provide them with time off in lieu of working his/her regular schedule. Should staffing levels be reduced on a holiday, the employees to be permitted to work his/her regular schedule vs. those who will be provided time off for the holiday will be selected using a seniority-based preference process.

For employees who cannot take time off (i.e. holiday leave) on the day of a designated holiday and therefore must work his/her regular shift on a holiday the employee will be paid one- and one-half times the straight time hourly rate of pay (holiday pay) for the time worked. This additional pay (.5 per hour, i.e. "holiday pay") is not overtime, rather it is additional pay for working on a designated holiday. In addition, the employee working his/her regular shift on a holiday will receive eight (8) hours, or ten (10) hours accordingly, of straight time pay at the employee's straight time rate in lieu of time off for the holiday. For example, an employee whose normal work day is 8 hours per day will receive 8 hours of straight time pay. An employee whose normal work day is 10 hours per day will receive 10 hours of straight time pay.

Employees who are not scheduled to work on a designated holiday when the holiday falls on a regular day off will be granted an alternate day off as holiday leave within thirty (30) days of the designated holiday. Employees who do not use the holiday within the 30 days will forfeit the holiday. Employees may request the alternate day off subject to supervisor approval. Requests for holidays in these cases must be made at least fourteen days in advance of the date requested. In a situation where two or more employees request the same alternate day off as the holiday, seniority will determine whose request is granted so that there is no more than one person exercising this option per day.

#### **D. 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 on his/her regular work day must report for work as soon as possible if released with two or more hours remaining in the work day.

Employees who work Watch #1 (2130-0730) and are required to report to jury duty on a day when his/her work shift will begin following a day of jury service are excused from work that day and will receive jury duty pay in lieu of regular pay for his/her shift. The employee shall return to work at the employee's next normally assigned day and time following the completion of jury service.

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

1. 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.
2. The employee's work schedule shall not be changed when called to testify as a witness by the District.
3. 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.

#### E. LEAVE WITHOUT PAY

Subject to the needs of the District and the availability of qualified relief the District may agree to offer an employee more generous leave than FMLA/CFRA and PDL provide for, referred to as supplemental leave without pay. Such leave shall run concurrently with any applicable FMLA leave or other leave provided by law, when applicable.

#### F. MILITARY LEAVE-ACTIVE DUTY

A District employee may be granted a military leave of absence as permitted under state and federal law.

#### G. SICK LEAVE

Use of sick leave for any purpose other than those authorized under California law, and this MOU (as set forth below) constitutes a form of fraud against the District. Sick Leave may be taken for below prescribed purposes:

- The diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or
- To attend legal proceedings, or to obtain medical treatment, counseling or other victims' services for domestic violence, sexual assault, or stalking.

A “family member” for these purposes is defined as a child (a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), a parent (a biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), a spouse or registered domestic partner, a grandparent, grandchild and sibling.

1. ACCRUAL METHOD

Regular full-time employees are granted ninety-six hours of sick leave with pay per fiscal year. This sick leave allowance is accrued, not provided in a lump sum, so employees will accrue sick leave at a rate of 3.69231 hours per pay period. Regular part-time employees will be granted sick leave as required by law. An employee may use one-half of his/her annual sick leave accrual for family sick leave purposes. An employee absent for sick leave for four consecutive work days will provide a doctor’s note verifying the need for the absence to the District upon return to work.

2. MAXIMUM BALANCE

The maximum allowable sick leave balance should not exceed nine hundred (900) hours; however, should the accrual exceed 900 hours the following shall occur:

- A. When an employee’s annual accrual of sick leave results in a balance of sick leave in excess 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 65% 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 75% 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 years of service credit for each day (eight hours) of unused sick leave, subject to applicable rules at the time of retirement.

**Notice:**

To the extent possible, employees must provide reasonable advance notice of their need for California Paid Sick Leave under this policy. If the need for leave is not foreseeable, an employee must provide notice as soon as possible.

**H. VACATION**

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. An employee who wishes to take vacation should alert his/her supervisor of the proposed vacation dates, but the department head shall retain the ultimate discretion to determine when vacations will be taken.

E. ACCRUAL - District shall grant vacation as follows:

Years of Service	Vacation Hours Accrued	Years of Service	Vacation Hours Accrued
1	(80)	11	(152)
2	(88)	12	(160)
3	(96)	13	(168)
4	(104)	14	(168)
5	(112)	15	(176)
6	(112)	16	(176)
7	(120)	17	(184)
8	(128)	18	(192)
9	(136)	19	(200)
10	(152)	20 and over	(208)

The total annual accrual shall not exceed 208 hours per year for any employee.

**F. VACATION ACCUMULATION**

When an employee’s current annual accrual results in the employee having a balance in excess of four hundred (400) hours, and the employee has used (taken time off) for at least forty (40) vacation hours, the employee will be paid with the pay period that includes June 30 each year for all excess hours over four hundred (400) hours. Should an employee have more than 400 vacation hours as of June 30<sup>th</sup> and he/she has not used at least forty (40) hours of vacation in the prior twelve months, forty (40) hours of vacation will be forfeited prior to payment for any remaining excess hours (as applicable).

For example, an employee who only uses sixteen hours of vacation in a fiscal year and as of June 30 has 553 hours of vacation accrued, then as of June 30 he/she will be paid for 129 hours of vacation (forfeits 24 hours of vacation).

This buy down shall not count towards the maximum vacation redemption allowed below.

#### **G. VACATION REDEMPTION**

An employee who has completed five (5) years' District service, may submit an irrevocable election form by December 15<sup>th</sup> to receive payment of accrued and unused vacation the following December under the following conditions:

1. The employee must have used eighty (80) hours of vacation during the twelve (12) months prior to payment;
2. The irrevocable vacation redemption election must be requested in an amount not to exceed eighty (80) hours and will be paid out at the employee's hourly wage rate (at the time of payment);
3. In order to receive vacation redemption, the employee must have a minimum balance of forty (40) hours of accrued vacation remaining at the time the payment is made.
4. The vacation redemption payment will be made with the first pay period in December.
5. Employees who experience an unforeseen emergency may be permitted to make a new irrevocable election and redeem vacation hours for cash (or to increase the amount of a previous election up to the maximum) during the calendar year in which the unforeseen emergency occurs. For these purposes, "unforeseen emergency" mean a severe financial hardship to the employee resulting from an illness or accident of the employee, the employees' spouse, or a dependent of the employee, loss of the employee's property due to casualty, or other similar extraordinary and unforeseeable circumstance arising because of events beyond the control of the employee. The amount of such new election (or increase to prior election) shall be limited to the amount necessary to satisfy the unforeseen emergency up to the maximum of 80 hours per year as identified above and subject to the same minimum balance remaining after cash out as identified above. Whether an occurrence is an unforeseeable emergency shall be determined by the Chief Financial Officer at his/her sole discretion. The denial of a request under the unforeseen emergency provision is not subject to any appeal by the employee or SEIU.

Examples of unforeseen emergencies may include automobile accidents that result in

out of pocket costs for vehicle damage or vehicle replacement; damage to property or other costs incurred due to natural disasters; or personal injury or illness that result in out of pocket costs not covered by other sources. Life expenses that can be anticipated, such as auto or home maintenance expenses or payment of bills would not qualify as unforeseen emergencies. For example, irrevocable election forms submitted in December 2019 will be for the December 2020 redemption. The hours of leave, which are converted to pay, shall be deducted from the employee's applicable accrual bank as identified on the irrevocable election form. The remaining unused leave shall remain in the applicable leave bank.

4. PAY-OFF UPON RETIREMENT OR TERMINATION

Employees who separate from employment shall be paid for each hour of earned, but unused vacation carried on the District's books. Payments shall be based upon the base hourly rate in effect on the last day actually worked or spent on authorized leave.

5. VACATION BENEFITS FOR PART-TIME EMPLOYEES

Regular part-time employees shall be eligible for vacation benefits which accrue on a pro rata basis based on FTE authorization. For example, a .5 FTE accrues ½ the vacation of the full-time equivalent position.

6. VACATION USE FOR SICK LEAVE

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

7. 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 1.23 HEALTH BENEFITS**

The District will pay the premium costs for employee health benefit plans subject to the following limitations:

A. MEDICAL PLANS

The District contracts with the Public Employees' Medical and Hospital Act (PEMHCA) provided by CalPERS for medical plan enrollment. 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. The District agrees to provide a monthly maximum contribution towards the PERS health insurance plan up to one thousand three hundred fifty dollars (\$1,350.00) per month (this amount includes the PEMHCA statutory minimum).

#### B. MEDICAL INSURANCE PLANS OPT-OUT PROVISION

As an alternative to coverage under the PERS medical plan program, 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 on behalf of the employee a monthly \$600.00 contribution to either their District Health Reimbursement Account (HRA) or the 457-deferred compensation plan. The employee must annually provide the District with evidence of other health insurance coverage that meets the minimum essential coverage requirements under the Affordable Care Act 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.

#### C. HEALTH REIMBURSEMENT ACCOUNT (HRA)

The District administers and offers a District Health Reimbursement Account Plan (HRA). The District's supplemental medical contribution to the HRA will be \$250.00 per month. Effective the pay period that includes January 1, 2020, the HRA contribution will increase by forty dollars for a total of \$290 per month. Effective the pay period that includes January 1, 2021, the HRA contribution will increase by forty dollars for a total of \$330.00 per month. Effective the pay period that includes January 1, 2022, the HRA contribution will increase by forty dollars for a total of \$370.00 per month. Effective the pay period that includes January 1, 2023, the HRA contribution will increase by forty dollars for a total of \$410.00 per month. Effective the pay period that includes January 1, 2024, the HRA contribution will increase by forty dollars for a total of \$450.00 per month.

#### D. DENTAL INSURANCE

1. Regular employees may enroll in a dental plan offered by the District. 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 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 and eligible dependents if the retiree maintains enrollment in a dental plan offered by the District.

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 as permitted under COBRA.

#### E. VISION CARE

1. 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 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 as permitted under COBRA.

#### F. 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 5 years' service with the District, shall be \$50,000 if eligible. For employees who have at least 5 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 benefits provided. For employees who

receive life insurance coverage above \$50,000 the employee is responsible for paying the imputed income tax as required by the IRS.

3. For retired employees who retire, 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 between them and the insurance carrier.

#### G. 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 or as required by law. The employee must use accrued and available leave during the absence for non-work-related injuries. 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, or as required by law, or when using accrued leave that result in fully paid status.

Additional benefits may be provided as required by law.

#### H. AFFORDABLE CARE ACT REOPENER

The District may reopen negotiations at any time during the term of the MOU to address the impact of the Affordable Care Act which increases the Districts cost for bargaining unit members.

#### I. OPTIONAL BENEFITS

The District offers optional benefit programs including Flexible Spending Plans (both medical and dependent care reimbursement) and a 457 deferred compensation plan. Participation is voluntary. Contributions for Flexible Spending Plans are paid by the employee. The employee can elect to contribute to the 457-plan subject to plan limits. Should the employee contribute at least \$85.00 per pay period, the District will match the \$85.00 contribution; the employee can elect to contribute more than \$85.00 per pay period, but the District's match is capped at \$85.00.

**ARTICLE 1.24 RETIREMENT PROGRAM**

**A. RETIREMENT**

The District contracts with the California Public Employees’ Retirement System (CalPERS) for retirement benefits.

For individuals hired prior to January 1, 2013, or “classic” members as identified by CalPERS, the District provides the 2.5%@55 retirement formula. The District pays the 8%-member contribution on behalf of the employee.

For individuals hired on or after January 1, 2013, or “new members” as identified by CalPERS, the retirement formula is 2%@62. The employee is required to pay one-half of the total normal cost or a minimum amount as required by CalPERS. In 2019, this amount is 6.25% and is subject to change.

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. “Final Compensation” – Three Years (\$20037)
- D. Sick Leave Credit (§ 20965)

**B. RETIREE MEDICAL BENEFITS**

Employees who retire from the District and are retired under CalPERS may receive a retiree medical benefit up to \$1,350 per month (including the statutory minimum) toward the payment of medical premiums for his/her enrollment and any eligible dependents enrollment in a CalPERS provided medical plan.

**C. ME-TOO PROVISION TO NON-MOU COMPENSATION RESOLUTION REGARDING POST-DEATH BENEFITS TO SURVIVORS**

The District agrees to provide SEIU members with the same provisions for “Continuation of medical insurance benefit coverage for survivors (pre-retirement death)” and “Additional Post-Retirement Death benefits for surviving spouse” as is provided to non-MOU District employees. The District reserves the right to change those benefit provisions in the Non-MOU resolution and any such modification would thereby modify the me-too provision of this agreement.

**ARTICLE 1.25 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 fifteen (15) business days unless potential criminal misconduct requires an investigation.

**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 two (2) year period, the filed Counseling Report(s) shall not be utilized for implementing further disciplinary action.

**ARTICLE 1.26 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 agree to jointly 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. Smoking is prohibited within twenty (20) feet of any District employee regularly occupied office and/or building entrance/exit or inside any District vehicle.

#### **ARTICLE 1.27 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 District's Drug and Alcohol-Free Workplace Policy applies to all employees and is incorporated herein as Exhibit "F".

#### **ARTICLE 1.28 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 1.29 ASSAULT OR OTHER VIOLENCE**

Assault or other physical violence by an employee upon any other employee or customer on District property is strictly prohibited and 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 1.30 SEARCHES**

The 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, the District may search at any time and without notice to an employee any property or area which is partially or fully controlled by the District. Employees are specifically notified that the following areas are not private unless agreed to otherwise in writing by the 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 the District. Lockers will be searched only if it is necessary for the safe and efficient running of the District's operation of the Port of Hueneme, as determined by the CEO & Port Director.

### **ARTICLE 1.31 UNIFORMS AND SAFETY EQUIPMENT**

Harbormaster Supervisor, Facilities Supervisor, Lead Facilities Technician, Harbormaster, I/II and Facilities Technician, I/II, Maintenance Technician, Custodian, and Groundskeeper 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 the Safety article of this MOU.

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

A. Harbormaster Supervisor and Harbormaster, I/II –

- 1 – Hard hat (ANSI approved)
- 1 – Baseball cap
- 1 Pair – Safety shoes (ANSI approved)
- 2 – Long sleeve shirt
- 3 – Short sleeve shirt
- 4 Pair – Trousers
- 1 – Heavy jacket (Removable Lining)

B. Facilities Supervisor, Lead Facilities Technician, Facilities Technician, I/II, Maintenance Technician, Custodian and Groundskeeper –

- 1 – Hard hat (ANSI approved)
- 1 – Baseball cap
- 1 Pair – Safety shoes (ANSI approved), as needed
- 3 Pair – Coveralls
- 5 – Long/short sleeve shirt
- 5 Pair – Trousers
- 1 – Jacket (Carhartt or similar)

All unit members 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  
A belt (not to exceed \$55.00)

Harbormaster, I/II, Lead Facilities Technician, Facilities Technician, I/II, Maintenance Technician, Custodian and Groundskeeper are eligible for a reimbursement up to seventy (\$70) dollars once in a twelve-month period for the purchase of sunglasses with UV Protection that meet standards identified by the District (ANSI Z87+ and 97% UV protection). An itemized receipt documenting proof of purchase must be submitted within ten (10) days of purchase to be eligible for reimbursement. Employees may be reimbursed once in a twelve 12-month period.

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; they shall not be worn at other times or for personal use. Employees are not paid for time spent changing into their uniforms. The District will replace uniforms as necessary. Worn, damaged, or unpresentable items shall be replaced when presented to the 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 employee will be four (4) uniforms per week.

### **ARTICLE 1.32      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. 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. All temporary assignments shall be made in writing.

B. An employee who is temporarily assigned, shall receive the salary of that classification as long as he/she continues to serve in the 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. The District has the right to reassign the employee to his/her original classification at its discretion. Time served in the higher job classification shall not contribute towards acquiring probationary or permanent status in the higher classification.



C. 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 1.33 HARASSMENT/MUTUAL RESPECT**

The District is committed to providing a work environment that is free of unlawful discrimination, sexual harassment and other unlawful harassment. In keeping with this commitment, the District maintains an Anti-Harassment, Discrimination and Retaliation Policy (attached as Exhibit "G") which applies to all employees.

The District and SEIU Local 721 recognize that it is in the best interests of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure 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 1.34 NON-DISCRIMINATION**

The District is an equal opportunity employer. The provisions of this MOU shall be applied equally to all employees and will be administered in such a manner so as not to discriminate against any person, employee or job applicant because of race, religion, religious creed (including religious dress and religious grooming), color, gender, sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding and related medical conditions, gender identity and gender expression, transgender status, those who are transitioning or have transitioned, and sexual stereotypes), sexual orientation, age, national origin (including possessing a driver's license issued under Vehicle Code § 12801.9), ancestry, physical or mental disability, medical condition, genetic characteristics, genetic information, family care, marital status, enrollment in any public assistance program, military or veteran status or qualified disabled veteran, domestic partner status, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, and/or any other basis protected by federal, state or local laws.

**ARTICLE 1.35 TUITION & EDUCATION REIMBURSEMENT**

The District shall provide tuition and education reimbursement as administered by the CEO & Port Director or his/her designee, to employees for employees' costs incurred for education in accordance with the following:

A. The course or program must relate specifically to an employee's job or assist an employee to prepare for promotion and transfer opportunities within the District.

B. The employee shall obtain written approval in advance from the CEO & Port Director to participate and receive tuition or education reimbursement.

C. The course or program must be taken on off-duty time.

D. The employee must receive a passing grade or pass on a pass/fail grading system.

E. If an employee drops the course or program for non-extenuating circumstances or receives less than a passing grade, the employee will not be eligible for tuition or education reimbursement.

F. The District shall reimburse costs for the actual cost of tuition or enrollment fees which shall not exceed a maximum of \$2,000 per year per employee. Any additional cost must be borne by the employee. At its sole discretion, the District may grant additional reimbursement in an extraordinary situation.

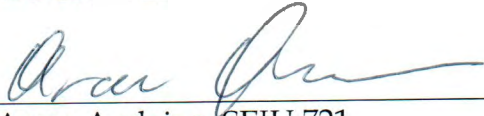
G. The District will reimburse costs of necessary course materials only if the employee donates, on a permanent basis, said material to the District for use by other employees.

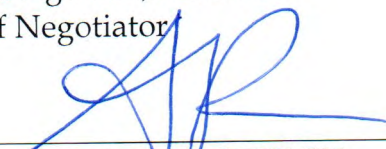
H. To receive reimbursement the employee must file a claim along with the prior written approval of the CEO & Port Director within thirty (30) days of receipt of a passing grade or completion of the program. Reimbursement will be made within thirty (30) days of the submission and approval of the claim.

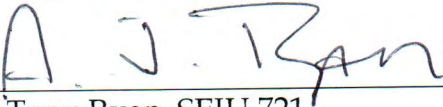
**ARTICLE 1.36 TRANSPORTATION WORKER IDENTIFICATION CARD**

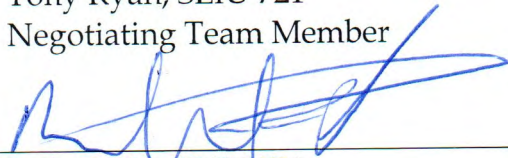
Employees of the District must obtain Transportation Worker Identification Cards (TWIC) from the Transportation Security Administration. The District shall pay costs of enrollment and/or renewal of a TWIC card. For employees that must access restricted and/or secure areas of the Port of Hueneme, having 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. All District employees are required to have a TWIC credential. TWIC cards are the

**SEIU LOCAL 721**

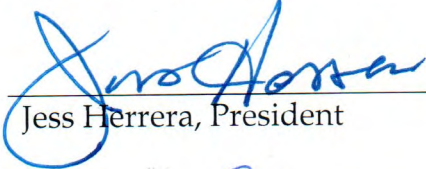
By:   
Aram Agdaian, SEIU 721  
Chief Negotiator

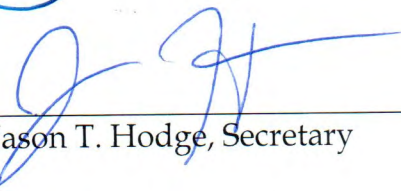
By:   
Andrew Rodriguez, SEIU 721  
Negotiating Team Member

By:   
Tony Ryan, SEIU 721  
Negotiating Team Member

By:   
Mike Sitle, SEIU 721  
Negotiating Team Member

**OXNARD HARBOR DISTRICT**

By:   
Jess Herrera, President

By:   
Jason T. Hodge, Secretary

## EXHIBIT "A" BARGAINING UNIT CLASSIFICATIONS

Fiscal Years: 2019 to 2024

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

### **Clerical Unit:**

- Administrative Assistant
- Receptionist

### **Facilities Maintenance Unit:**

- Facilities Supervisor
- Lead Facilities Technician
- Facilities Technician, I/II
- Maintenance Technician
- Custodian
- Groundskeeper

### **Harbormaster Unit:**

- Harbormaster Supervisor
- Harbormaster, I/II

## EXHIBIT "B": SALARY TABLES



Salary Schedule FY 2018/2019

POSITIONS:	MIN	MAX
Facilities Supervisor	\$ 74,397	\$ 116,010
Harbormaster Supervisor	\$ 74,397	\$ 116,010
Lead Facilities Technician	\$ -	\$ -
Facilities Technician II	\$ 59,873	\$ 93,362
Harbormaster II	\$ 59,873	\$ 93,362
Maintenance Technician	\$ 50,305	\$ 78,441
Facilities Technician I	\$ 48,561	\$ 75,722
Harbormaster I	\$ 48,561	\$ 75,722
Administrative Assistant	\$ 54,543	\$ 71,166
Receptionist	\$ 42,809	\$ 55,856
Groundskeeper	\$ -	\$ -
Custodian	\$ -	\$ -



Effective the Pay Period Following Board Approval of MOU

POSITIONS:	MIN	MAX
Facilities Supervisor	\$ 77,001	\$ 120,070
Harbormaster Supervisor	\$ 77,001	\$ 120,070
Lead Facilities Technician	\$ 69,405	\$ 108,225
Facilities Technician II	\$ 61,969	\$ 96,630
Harbormaster II	\$ 61,969	\$ 96,630
Maintenance Technician	\$ 52,065	\$ 81,187
Facilities Technician I	\$ 50,261	\$ 78,372
Harbormaster I	\$ 50,261	\$ 78,372
Administrative Assistant	\$ 56,452	\$ 73,657
Receptionist	\$ 44,307	\$ 57,811
Groundskeeper	\$ 43,665	\$ 56,973
Custodian	\$ 43,665	\$ 56,973
Min-Max 3.5% Adjusted 7/1/2019		



Effective Pay Period that Follows 7/1/20

POSITIONS:	MIN	MAX
Facilities Supervisor	\$ 78,541	\$ 122,472
Harbormaster Supervisor	\$ 78,541	\$ 122,472
Lead Facilities Technician	\$ 70,793	\$ 110,390
Facilities Technician II	\$ 63,208	\$ 98,562
Harbormaster II	\$ 63,208	\$ 98,562
Maintenance Technician	\$ 53,107	\$ 82,810
Facilities Technician I	\$ 51,266	\$ 79,940
Harbormaster I	\$ 51,266	\$ 79,940
Administrative Assistant	\$ 57,581	\$ 75,130
Receptionist	\$ 45,193	\$ 58,967
Groundskeeper	\$ 44,538	\$ 58,112
Custodian	\$ 44,538	\$ 58,112
Min-Max 2.0% Adjusted 7/1/2020		



Effective Pay Period that Follows 7/1/21

POSITIONS:	MIN	MAX
Facilities Supervisor	\$ 80,112	\$ 124,921
Harbormaster Supervisor	\$ 80,112	\$ 124,921
Lead Facilities Technician	\$ 72,209	\$ 112,598
Facilities Technician II	\$ 64,472	\$ 100,534
Harbormaster II	\$ 64,472	\$ 100,534
Maintenance Technician	\$ 54,169	\$ 84,467
Facilities Technician I	\$ 52,291	\$ 81,539
Harbormaster I	\$ 52,291	\$ 81,539
Administrative Assistant	\$ 58,732	\$ 76,632
Receptionist	\$ 46,097	\$ 60,146
Groundskeeper	\$ 45,429	\$ 59,275
Custodian	\$ 45,429	\$ 59,275
Min-Max 2.0% Adjusted 7/1/2021		



Effective Pay Period that Follows 7/1/22

POSITIONS:	MIN	MAX
Facilities Supervisor	\$ 81,714	\$ 127,419
Harbormaster Supervisor	\$ 81,714	\$ 127,419
Lead Facilities Technician	\$ 73,653	\$ 114,849
Facilities Technician II	\$ 65,762	\$ 102,544
Harbormaster II	\$ 65,762	\$ 102,544
Maintenance Technician	\$ 55,252	\$ 86,156
Facilities Technician I	\$ 53,337	\$ 83,169
Harbormaster I	\$ 53,337	\$ 83,169
Administrative Assistant	\$ 59,907	\$ 78,165
Receptionist	\$ 47,019	\$ 61,349
Groundskeeper	\$ 46,338	\$ 60,460
Custodian	\$ 46,338	\$ 60,460
Min-Max 2.0% Adjusted 7/1/2022		



Effective Pay Period that Follows 7/1/23

POSITIONS:	MIN	MAX
Facilities Supervisor	\$ 83,349	\$ 129,968
Harbormaster Supervisor	\$ 83,349	\$ 129,968
Lead Facilities Technician	\$ 75,126	\$ 117,146
Facilities Technician II	\$ 67,077	\$ 104,595
Harbormaster II	\$ 67,077	\$ 104,595
Maintenance Technician	\$ 56,357	\$ 87,879
Facilities Technician I	\$ 54,404	\$ 84,833
Harbormaster I	\$ 54,404	\$ 84,833
Administrative Assistant	\$ 61,105	\$ 79,728
Receptionist	\$ 47,960	\$ 62,576
Groundskeeper	\$ 47,264	\$ 61,669
Custodian	\$ 47,264	\$ 61,669
Min-Max 2.0% Adjusted 7/1/2023		

## EXHIBIT "C": PERFORMANCE EVALUATION



### HOURLY EMPLOYEE PERFORMANCE EVALUATION REPORT

<b>EMPLOYEE NAME:</b>		<b>JOB TITLE:</b>		<b>DEPARTMENT:</b>	
<b>SUPERVISOR:</b>		<b>PERIOD COVERING:</b>		<b>DATE:</b>	

*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.*

<b>PERFORMANCE ASSESSMENT</b>
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<b>SAFETY:</b> Demonstrates a commitment to safety by following safety rules & guidelines; follows good housekeeping practices, takes proper care of equipment.
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<b>INITIATIVE:</b> 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.
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<b>QUALITY:</b> 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.
--

<b>PRODUCTIVITY:</b> Properly uses materials & equipment to effectively and efficiently complete varying workload in a timely fashion.
---

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

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

<b>ACCOUNTABLE/DEPENDABLE:</b> 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.
--

<b>TEAMWORK:</b> 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.
--

<b>SUPERVISORY SKILLS (If Applicable):</b> 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.
--

<b>OVERALL RATING</b> (See Note Below)
---

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

<i>Supervisor Comments:</i>		

<i>Supervisor Comments:</i>		

<i>Supervisor Comments:</i>		

<i>Supervisor Comments:</i>		

<i>Supervisor Comments:</i>		

<i>Supervisor Comments:</i>		

<i>Supervisor Comments:</i>		

<i>Supervisor Comments:</i>		

<i>Supervisor Comments:</i>		

<i>Supervisor Comments:</i>		



**HOURLY EMPLOYEE  
PERFORMANCE EVALUATION REPORT**

EMPLOYEE NAME:		JOB TITLE:		DEPARTMENT:	
SUPERVISOR:		PERIOD COVERING:		DATE:	
<b>Employee Comments (attach signed paper if necessary)</b>			<b>Employee Signature / Date</b>		
			<input type="checkbox"/>		
			<b>Supervisor's Signature / Date</b>		
			<input type="checkbox"/>		
			<b>Manager's Signature / Date</b>		
			<input type="checkbox"/>		
<b>Supervisor's Comments (attach signed paper if necessary)</b>			<b>Manager's Comments</b>		

<b>EXCEEDS EXPECTATIONS</b>	<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>
<b>MEETS EXPECTATIONS</b>	<i>Consistently performs effectively all duties as outlined in the position description, at times exceeding expectations.</i>
<b>NEEDS IMPROVEMENT</b>	<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>
<b>OVERALL RATING</b>	<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>

**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
<b>Revenues:</b>					
Operating revenues	\$ 12,050,478	10,487,862	1,562,616	10,408,242	79,620
Non-operating revenues	160,142	200,705	(40,563)	825,562	(624,857)
<b>Total revenues</b>	<b>12,210,620</b>	<b>10,688,567</b>	<b>1,522,053</b>	<b>11,233,804</b>	<b>(545,237)</b>
<b>Expenses:</b>					
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
<b>Total expenses</b>	<b>11,989,320</b>	<b>12,677,379</b>	<b>(688,059)</b>	<b>11,922,696</b>	<b>754,683</b>
<b>Net income before cap con</b>	<b>221,300</b>	<b>(1,988,812)</b>	<b>2,210,112</b>	<b>(688,892)</b>	<b>(1,299,920)</b>
Capital contributions	4,005,845	785,965	3,219,880	666,247	119,718
<b>Change in net assets</b>	<b>4,227,145</b>	<b>(1,202,847)</b>	<b>5,429,992</b>	<b>(22,645)</b>	<b>(1,180,202)</b>
<b>Net assets, beginning of year</b>	<b>52,620,567</b>	<b>53,823,414</b>	<b>(1,202,847)</b>	<b>53,846,059</b>	<b>(22,645)</b>
<b>Net assets, end of year</b>	<b>\$ 56,847,712</b>	<b>52,620,567</b>	<b>4,227,145</b>	<b>53,823,414</b>	<b>(1,202,847)</b>

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
<b>Operating revenues:</b>					
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)
<b>Total operating revenues</b>	<b>12,050,478</b>	<b>10,487,862</b>	<b>1,562,616</b>	<b>10,408,242</b>	<b>79,620</b>
<b>Non-operating revenues:</b>					
Investment earnings	24,500	42,016	(17,516)	31,669	10,347
Change in membership in VCR Co.	133,256	140,713	(7,457)	151,288	(10,575)
Other non-operating revenues	2,386	17,976	(15,590)	642,605	(624,629)
<b>Total non-operating revenues</b>	<b>160,142</b>	<b>200,705</b>	<b>(40,563)</b>	<b>825,562</b>	<b>(624,857)</b>
<b>Total revenues</b>	<b>\$ 12,210,620</b>	<b>10,688,567</b>	<b>1,522,053</b>	<b>11,233,804</b>	<b>(545,237)</b>

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



**EXHIBIT "E" - JOB DESCRIPTIONS**

OXNARD HARBOR DISTRICT  
PORT OF HUENEME

**POSITION TITLE:** ADMINISTRATIVE ASSISTANT

**DEPARTMENT:** ADMINISTRATION

**BARGAINING UNIT:** SEIU Local 721

**GENERAL PURPOSE:**

Under the direction of the Clerk of the Board/Office Administrator, 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 OF THE POSITION:**

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.

- 1) Attends to a variety of office administrative details; maintains inventory and orders office supplies; breakroom 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) Maintains reservation for the Conference and Training rooms.
- 6) Prepares Facility Use Permits and schedules for Public use of OHD Facilities
- 7) In the absence of the Clerk of the Board/Office Administrator, 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.
- 8) Serves as Board of Harbor Commissioner's meeting recorder in the absence of the Clerk of the Board/Office Administrator.
- 9) Receives all incoming mail, date stamps and distributes it.
- 10) 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.

- 11) 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.
- 12) Copies documents for internal and external distribution, sends, receives and routs documents for signature.
- 13) receives and screens visitors and telephone calls, providing information and handling issues that may require sensitivity and the use of sound independent judgement.
- 14) Receives requests for information and complaints from the public, refers the request or complaint to appropriate staff;
- 15) 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.
- 16) Prepares tables and computations; establishes, manages, maintains and updates confidential, subject, project, and specialized office databases, logs, indexes and files; file documents; organizes and archives files and library items; assists staff in locating files and records.
- 17) Researches and assembles information from a variety of sources for the preparation of records and reports; makes arithmetic or statistical calculations.
- 18) Maintains and monitors all certificates of insurance for terminal agreements, leases, cargo handling permits, etc. and ensures that they are in full force.
- 19) May prepare travel and training requests; coordinates making travel and other arrangements for conferences and business trips; compiles expense reports.
- 20) Prepare marketing/promotional materials for sponsored events, tours, special guests and upon request from Supervisor
- 21) Prepare marketing/promotional materials for sponsored events, tours, special guests and upon request from Supervisor.
- 22) Performs clerical and other secretarial-type support duties as directed.

**QUALIFICATIONS:**

1. High School Diploma or GED Equivalent. At least four (3) years' experience as an Administrative Assistant or Clerk/Typist.
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. Maintain highly sensitive and confidential information.

5. 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.
6. Ability to maintain an organized filing system.
7. 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.
8. Ability to lift at least 25 lbs.

**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, i.e.; must be able to successfully obtain a Transportation Workers Identification Card, (TWIC).

OXNARD HARBOR DISTRICT  
PORT OF HUENEME

**POSITION TITLE:** RECEPTIONIST  
**DEPARTMENT:** ADMINISTRATION  
**BARGAINING UNIT:** SEIU Local 721

**POSITION DESCRIPTION**

Under the direction of the Clerk of the Board/Office Administrator, the Receptionist performs varied clerical duties.

**ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE POSITION**

The Receptionist performs, but is not limited to, the following essential functions:

- 1) Professionally greets visitors and ensures that they have properly recorded their arrivals and departures in ILobby.
- 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 Clerk of the Board/Office Administrator 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 Clerk of the Board/Office Administrator
- 6) Orders office supplies and maintains supply storeroom and equipment in neat and orderly condition.
- 7) Orders breakroom supplies, paper plates, napkins, forks, etc. and maintains breakroom in a neat and orderly condition.
- 8) Receives all incoming mail date stamps and distributes it.
- 9) Maintains reservation logs for the Conference and Training rooms.
- 10) Prepares Facility Use Permits and schedules for Public use of OHD Facilities
- 11) Maintains news articles scrap book.
- 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 Port Service Contracts with new amendments, wet signatures, and agreement changes/updates

- 14) Maintains reception room in neat and orderly condition.
- 15) Prepare marketing/promotional materials for sponsored events, tours, special guests and upon request from supervisor.
- 16) Performs additional related duties as directed by Clerk of the Board/Office Administrator.
- 17) Prepare TWIC Escort cards and maintain database for all OHD staff and eligible Port operators and customers.

**QUALIFICATIONS:**

- 1) At least five (3) years' experience as a Receptionist, Administrative Assistant or Clerk/Typist.
- 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 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 25 lbs.

**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, i.e.; must be able to successfully obtain a Transportation Workers Identification Card, (TWIC).

**OXNARD HARBOR DISTRICT  
PORT OF HUENEME**

**POSITION TITLE:** FACILITIES SUPERVISOR  
**DEPARTMENT:** OPERATIONS/FACILITIES  
**BARGAINING UNIT:** SEIU Local 721

**POSITION SUMMARY:**

Under the general supervision of the Director of Operations & Engineering, the Facilities Supervisor plans, organizes, directs, supervises, and assigns work and equipment to facilities personnel in the construction and maintenance of the District's facilities and performs the execution of the Oxnard Harbor District's maintenance and repair programs for utilities, physical plant facilities and capital equipment.

**ESSENTIAL FUNCTIONS:**

The Facilities Supervisor performs, but is not limited to, the following essential functions:

- 1) Supervises work performed by Facilities Technicians involving painting, masonry, asphalt, concrete, carpentry, metal work, plumbing, grounds keeping, 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 Technicians and Maintenance Technicians.
- 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, boom lift, and other heavy equipment.
- 6) Maintains an up-to-date inventory of parts, supplies and materials and coordinates associated procurements.
- 7) Works on elevated platforms and other elevated locations.
- 8) Operates various types of heavy, light and complex equipment used in the maintenance programs and facilities repair work.
- 9) Advises the Director of Operations & Engineering regarding preventative maintenance programs and facilities repair work.
- 10) Inspects facilities for their condition, providing input for improvement, and establishing work priorities. Makes recommendations for appropriate maintenance procedures.
- 11) Performs mathematic equations including ratios, proportions, percentages and the conversion of units of measure.
- 12) Reads gauges measuring water and power usage.
- 13) Complies with all established safety and security standards and procedures as well as ensures compliance by personnel under supervision. Also contributes and assists with continually developing the Port's safety program.
- 14) Reports potential problems or damages to supervisor and generates related reports if necessary.
- 15) Performs and reports on the annual evaluations for the Facilities Technicians and Maintenance Technician or custodian. Is responsible for the formulation, documentation, and implementation of necessary progressive discipline.

- 16) Responsible for and prepares accurate daily logs/reports on work activities that serve as the record of work accomplished (e.g. facility work order program). Prepares other reports as required.
- 17) Makes budget recommendations regarding resource requirements, prepares project budgets, and contributes to the development of new techniques and concepts.
- 18) Uses a variety of computer programs including maintenance/work management system, inventory systems, work processing, spreadsheets, and other software necessary to perform job duties.
- 19) Directs, plans and assists in the development and training of each employee under supervision in areas such as work methods, technical programs/certificates, skills needed, and safety practices.
- 20) Assists in the liaison efforts among the division, other divisions, other agencies, contractors, developers, cities, and the general public.
- 21) Attends and participates in professional group meetings, maintains awareness of new trends and developments in the field of facilities maintenance and construction; incorporates new developments as appropriate into programs.
- 22) Performs additional related duties as assigned.

Supplemental Information:

Work is performed both indoors and outdoors. There may be some exposure to physically demanding and hazardous conditions depending on the nature of the work. Must be able to respond after hours to emergency situations.

QUALIFICATION: (The following are minimal qualifications necessary for entry into this classification)

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a Facilities Supervisor. A typical way of obtaining the required qualifications is to possess the equivalent of five years of journey level experience managing and directing a maintenance department/division or the performance of closely related construction work which includes supervisory or lead worker responsibilities, and a high school diploma supplemented by specialized training courses in construction or building maintenance, or technical maintenance.

1. High school diploma or equivalent.
2. Five (5) years of work experience in journey level facilities maintenance work and at least two (2) years of supervisory experience.
3. Ability to communicate clearly and effectively, both orally and in writing, and to ensure the completion of all work assignments by those under his or her supervision.
4. Ability to read blueprints 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 perform work requiring extensive standing, stooping and bending at the waist.
10. Ability to meet the requirements to wear respiratory protection equipment.
11. Knowledge of applicable Federal, State, and local laws, codes and regulations, and occupational hazards and standard safety practices.
12. For safety purposes, must be able to swim 50 yards comfortably and without assistance.
13. Supplemental education, certification and/or endorsements in journey level skills, facility maintenance, construction technology, supervision, or related fields recommended.

**Licenses; Certificates:**

A current, valid California Class C driver's license at time of appointment and maintained thereafter in order to operate District owned vehicles.

**Special Requirements:**

Due to work duties near bodies of water, ability to swim.

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

## OXNARD HARBOR DISTRICT

### PORT OF HUENEME

**POSITION TITLE:** LEAD FACILITIES TECHNICIAN

**DEPARTMENT:** OPERATIONS/FACILITIES

**BARGAINING UNIT:** SEIU Local 721

**POSITION SUMMARY:**

Under the general supervision of the Facility Supervisor, the Lead Facilities Technician plans, organizes, guides, oversees and assigns work and equipment to facilities personnel in the Facilities Department, and performs the execution of the Oxnard Harbor Districts maintenance and repair programs for utilities, physical plant facilities and capital equipment. Assists Supervisor as needed.

**LEAD FACILITIES TECHNICIAN ESSENTIAL FUNCTIONS:**

The Lead Facilities Technician performs, but is not limited to, the following essential functions:

- 1) Oversees work performed by the Facility Technicians, Facilities Maintenance, Custodian and Groundskeeper involving painting, masonry, asphalt, concrete, carpentry, metal work, plumbing, grounds keeping, welding, pile driving, and electrical work.
- 2) Assists Supervisor with work schedules, computes and obtains materials requirements for jobs and tasks of Facilities Technicians and Maintenance Technicians as needed.
- 3) Assists Supervisor and ensures proper accounting of time, materials, and equipment used.
- 4) Assists Supervisor with preventative maintenance programs.
- 5) Operates District Vehicles, forklift, scissor lift, boom lift, and other heavy equipment.
- 6) Maintains an up to date inventory of parts, supplies and materials and coordinates associated procurements.
- 7) Works on elevated platforms and other elevated locations.
- 8) Operates various types of heavy, light and complex equipment used in the maintenance programs and facilities repair work
- 9) Advises the Facilities Supervisor regarding preventative maintenance programs and facilities repair work.
- 10) Inspects facilities for their condition, providing input for improvement, and establishing work priorities. Makes recommendations for appropriate maintenance procedures.
- 11) Performs mathematic equations including ratios, proportions, percentages, and the conversion of units of measures.
- 12) Reads gauges measuring water and power usage.
- 13) Complies with all established safety and security standards and procedures. Also contributes and assists with continually developing the Ports safety program.
- 14) Reports potential problems or damages to Supervisor and/or appropriate Management and related reports if necessary.
- 15) Responsible for and prepares accurate daily logs/ reports on work activities that serve as the record of work accomplished (e.g. facility work order program). Prepares other reports as required.
- 16) Makes budget recommendations regarding resource requirements, prepares project budgets, and contributes to the development of new technology and concepts.

- 17) Uses a variety of computer programs including maintenance/ work management system, inventory systems, work processing, spreadsheets, and other software necessary to perform job duties.
- 18) Directs, plans and assist supervisor in the development and training of each employee in areas such as work methods, technical programs/certificates, skills needed and safety practices.
- 19) Assist in the liaison efforts among the division, other divisions, other agencies, contractors, developers, cities, and the general public.
- 20) Attends and participates in professional group meetings, maintains awareness of new trends and developments in the field of facilities maintenance and construction; incorporates new developments as appropriate into programs.
- 21) Performs additional related duties as assigned

**SUPPLEMENTAL INFORMATION:**

Work is performed both indoors and outdoors. There may be some exposure to physically demanding and hazardous conditions depending on the nature of the work.

**QUALIFICATIONS:** (The following are minimal qualifications necessary for entry into this classification)

1. High school diploma or equivalent.
2. Five years of work experience in journey level facilities maintenance work
3. Ability to communicate clearly and effectively, both orally and in writing, and to ensure the completion of all work assignments by those under his or her direct Supervisor.
4. Ability to read blueprints 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 safely operate power tools, manual tools and a variety of construction related equipment.
8. Ability to meet the requirements to wear respiratory protection equipment.
9. Aware of applicable Federal, State, and local laws, codes and regulations, and occupational hazards and standard safety practices.
10. For safety purposes, must be able to swim 50 yards comfortably and without assistance.
11. Supplemental education, certification and/or endorsements in journey level skills, facility maintenance, construction technology, or related fields recommended.

**Special Requirements:**

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

**OXNARD HARBOR DISTRICT  
PORT OF HUENEME**

**POSITION TITLE:** FACILITIES TECHNICIAN I

**DEPARTMENT:** OPERATIONS /FACILITIES

**BARGAINING UNIT:** SEIU Local 721

**POSITION SUMMARY:**

Under direct supervision (level I), under direction (level II) performs a variety of routine maintenance and construction tasks on Oxnard Harbor District's facilities. Facilities Technicians perform a variety of work in all areas of facility maintenance such as carpentry, welding, metal work, masonry, concrete, asphalt, painting, equipment repairs, electrical, plumbing, and grounds maintenance.

**DISTINGUISHING CHARACTERISTICS:**

This class performs entry-level Facilities Technician work at the Port and can handle a variety of routine maintenance tasks under direct supervision. Performs a variety of unskilled and semi-skilled tasks in the maintenance of the District's facilities. Positions at this level are not expected to function with the same amount of program knowledge or skill level as positions in the Facilities Technician II class and exercise limited independent discretion and judgement in matters related to work procedures and methods. Work is usually supervised while in progress and assessed and any recommendations or changes in procedure are explained in detail. This class will also fill-in or assist in custodial duties as needed.

**ESSENTIAL FUNCTIONS:**

This class must be able to sufficiently conduct the following essential functions:

- 1) Trash pick-up
- 2) Weed abatement
- 3) Levels, scoops, shovels earth and other materials using tools such as shovels, rakes, picks, etc.
- 4) Plants, transplants and maintains trees and shrubs; plants, flowers and lawns
- 5) Broom sweeping and pressure washing sidewalks, parking lots, office fronts, and along bull rails and other areas as needed
- 6) Trash and debris pick-up: in water around floating docks and along rip-rap embankments.
- 7) Magnet sweep: roadways and parking lots using a magnet attachment to port vehicle or similar.
- 8) Irrigation system installation, maintenance and proper operation
- 9) Tree trimming from the ground.
- 10) Trimming of all hedges and bushes.
- 11) Rakes leaves, loads and unloads brush, branches, rubbish and materials
- 12) Assists in patching and repairing road surfaces
- 13) Assists in painting road markings and installing signs.
- 14) Assists Facility Technician level II in a variety of maintenance tasks when needed and for training purposes
- 15) Fertilizes and applies herbicides and pesticides when needed
- 16) General equipment maintenance and upkeep
- 17) Conduct preventative and scheduled maintenance work
- 18) Installs replacement parts on fixtures and machinery
- 19) Operates a variety of hand, power and shop tools and equipment to perform metal work, masonry, concrete or asphalt work, carpentry, plumbing, mechanical and minor electrical repairs
- 20) Operates District vehicles, forklift, scissor lift, boom lift and other heavy equipment

- 21) Performs construction work and alterations to physical plant facilities, utilities, and capital equipment
- 22) Performs pile-driving work
- 23) Works on elevated platforms and other elevated locations as assigned
- 24) Operates various types of heavy, light and complex equipment used in the maintenance and construction of port facilities.
- 25) Knowledge of basic arithmetic and calculates linear measurements in order to compute the dimensions of surface areas.
- 26) Reads gauges measuring water and power usage
- 27) Complies with all established safety and security standards and procedures
- 28) May be required to perform a variety of other duties such as making adjustments and repairs to tools and equipment
- 29) May on occasion operate backhoes, skid steers, front loaders, or other heavy equipment
- 30) Reports potential problems or damages to supervisor
- 31) Other related duties as may be assigned

### **QUALIFICATIONS:**

1. High school diploma or equivalent.
2. Have at least two (2) years of general maintenance and construction experience
3. Knowledge of hand tools, materials, and equipment and their safe use
4. Ability to perform a variety of semi-skilled maintenance tasks
5. Have some to considerable ability to perform carpentry, electrical repairs, concrete work, asphalt work, painting, plumbing and grounds keeping
6. Basic record keeping check lists, safety checks, hazmat files
7. Ability to follow written and oral directions
8. Strong interpersonal communication skills that combine tact, patience and courtesy
9. Strong verbal and written communication skills
10. Possess a mechanical aptitude and reasonable degree of stamina
11. For safety purposes, must be able to swim 50 yards comfortably and without assistance.
12. Ability to stand for long periods, walk on uneven terrain, kneel, crouch, work at heights and depths, stoop, twist, climb, maintain stamina, and lift up to 75 pounds; work safely while exposed to weather, environmental conditions, vibrations, chemicals, and mechanical and electrical hazards.

### **Licenses; Certificates:**

A current, valid California Class C driver's license at time of appointment and maintained thereafter in order to operate District owned vehicles.

### **Special Requirements:**

Due to work duties near bodies of water, ability to swim.

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

**OXNARD HARBOR DISTRICT  
PORT OF HUENEME**

**POSITION TITLE:** FACILITIES TECHNICIAN II

**DEPARTMENT:** OPERATIONS/FACILITIES

**BARGAINING UNIT:** SEIU Local 721

**POSITION SUMMARY:**

Under direct supervision Level II performs a variety of routine maintenance and construction tasks on Oxnard Harbor District's facilities. Facilities Technicians perform a variety of work in all areas of facility maintenance such as carpentry, welding, metal work, masonry, concrete, asphalt, painting, equipment repairs, electrical, plumbing, and grounds maintenance.

**DISTINGUISHING CHARACTERISTICS:**

This class differs from that of level I in that incumbents are expected to help provide instruction and assistance to lower level Facilities Technicians. Employees within this class must prove to be able to perform each essential duty satisfactorily. They are also expected to assist in logistics control and procurements under the direction of the Facilities Supervisor. They also hold certificates and/or endorsements for journey level or trade skills that can be applied to the job.

**ESSENTIAL FUNCTIONS:**

This class must be able to sufficiently conduct the following essential functions:

- 1) Trash pick-up
- 2) Weed abatement
- 3) Levels, scoops, shovels earth and other materials using tools such as shovels, rakes, picks, etc.
- 4) Plants, transplants and maintains trees and shrubs; plants, flowers and lawns
- 5) Broom sweeping and pressure washing sidewalks, parking lots, office fronts, and along bull rails and other areas as needed
- 6) Trash and debris pick-up: in water around, floating docks and along rip-rap embankments.
- 7) Magnet sweep: roadways and parking lots using a magnet attachment to port vehicle or similar.
- 8) Irrigation system installation, maintenance and proper operation
- 9) Tree trimming from the ground.
- 10) Trimming of all hedges and bushes.
- 11) Rakes leaves, loads and unloads brush, branches, rubbish and materials
- 12) Assists in patching and repairing road surfaces
- 13) Assists in painting road markings and installing signs.
- 14) Assists Facility Technician level II in a variety of maintenance tasks when needed and for training purposes
- 15) Fertilizes and applies herbicides and pesticides when needed
- 16) General equipment maintenance and upkeep
- 17) Conduct preventative and scheduled maintenance work
- 18) Installs replacement parts on fixtures and machinery
- 19) Operates a variety of hand, power and shop tools and equipment to perform metal work, masonry, concrete or asphalt work, carpentry, plumbing, mechanical and minor electrical repairs
- 20) Operates District vehicles, forklift, scissor lift, boom lift and other heavy equipment
- 21) Performs construction work and alterations to physical plant facilities, utilities, and capital equipment
- 22) Performs pile-driving work

- 23) Works on elevated platforms and other elevated locations as assigned
- 24) Operates various types of heavy, light and complex equipment used in the maintenance and construction of port facilities.
- 25) Knowledge of basic arithmetic and calculates linear measurements in order to compute the dimensions of surface areas.
- 26) Reads gauges measuring water and power usage
- 27) Complies with all established safety and security standards and procedures
- 28) May be required to perform a variety of other duties such as making adjustments and repairs to tools and equipment
- 29) May on occasion operate backhoes, skid steers, front loaders, or other heavy equipment
- 30) Reports potential problems or damages to supervisor
- 31) Ability to swim.
- 32) Performs various types of semi-skilled and skilled manual labor connected with the maintenance of the District's facilities
- 33) Inspects facilities for proper maintenance and safety
- 34) Performs mathematic equations including ratios, proportions, percentages and the conversion of units of measure.
- 35) Assist in purchasing materials and controls inventory
- 36) May participate in selecting training and provide input to improve processes and procedures
- 37) Responsible for development of documentation, reports and records as required
- 38) Performs additional related tasks as assigned

**Supplemental Information:**

Additional qualifications may be required when filling specific vacancies in this class.

Work is performed both indoors and outdoors. There may be some exposure to physically demanding and hazardous conditions depending on the nature of the work. Must be able to respond after hours to emergency situations.

**QUALIFICATIONS:**

1. High school diploma or equivalent.
2. Have at least four (4) years of general maintenance and construction experience
3. Provide certificates and/or endorsements for journey level or trade skills that can be applied to the job.
4. Knowledge of hand tools, materials, and equipment and their safe use
5. Ability to perform a variety of semi-skilled maintenance tasks
6. Have some to considerable ability to perform carpentry, electrical repairs, concrete work, asphalt work, painting, plumbing and grounds keeping
7. Basic record keeping check lists, safety checks, hazmat files
8. Ability to follow written and oral directions
9. Strong interpersonal communication skills that combine tact, patience and courtesy
10. Strong verbal and written communication skills
11. Possess a mechanical aptitude and reasonable degree of stamina
12. For safety purposes, must be able to swim 50 yards comfortably and without assistance.
13. Ability to stand for long periods, walk on uneven terrain, kneel, crouch, work at heights and depths, stoop, twist, climb, maintain stamina, and lift up to 75 pounds; work safely while exposed to weather, environmental conditions, vibrations, chemicals, and mechanical and electrical hazards.

**Licenses; Certificates:**

A current, valid California Class C driver's license at time of appointment and maintained thereafter in order to operate District owned vehicles.

**Special Requirements:**

Due to work duties near bodies of water, ability to swim.

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



OXNARD HARBOR DISTRICT  
PORT OF HUENEME

**POSITION TITLE:** MAINTENANCE TECHNICIAN  
**DEPARTMENT:** FACILITIES MAINTENANCE  
**BARGAINING UNIT:** SEIU LOCAL 721

**POSITION DESCRIPTION**

Under the general supervision of the Facilities Supervisor, the Maintenance Technician performs a variety of maintenance and janitorial duties.

**ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE POSITION**

The Maintenance Technician performs, but is not limited to, the following essential functions:

- 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 task as assigned.

## **QUALIFICATIONS**

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.

### **Licenses; Certificates:**

A current, valid California Class C driver's license at time of appointment and maintained thereafter in order to operate District owned vehicles.

### **Special Requirements:**

Due to work duties near bodies of water, ability to swim.

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

**OXNARD HARBOR DISTRICT  
PORT OF HUENEME**

**POSITION TITLE: CUSTODIAN**  
**DEPARTMENT: FACILITIES MAINTENANCE**  
**BARGAINING UNIT: SEIU Local 721**

**POSITION SUMMARY:** Under the general supervision of the Facilities Supervisor, the Custodian Under the general supervision of the Facilities Supervisor, the custodian provides a variety of custodial services within assigned areas of the Oxnard Harbor District. The custodian will be reliable, exhibit a good attitude, exemplary customer services, as well as have the capability to learn advanced custodian tasks. They must be able to work independently, accomplishing assigned tasks efficiently with limited supervision. May also assist and perform as back-up to the Facilities Maintenance position.

**ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE POSITION:**

The Custodian performs, but is not limited to, the following essential functions:

- 1) Keeps assigned areas clean, sanitize and aseptic by scouring, scrubbing, mopping, polishing, pressure washing, using germicides and wet dusting, collects and disposes trash.
- 2) Sweeps building entrance and sidewalks and other related duties.
- 3) Dusts, cleans and polishes desks, equipment, cabinets, shelves, blinds and other office furniture and empties waste receptacles.
- 4) Cleans and disinfects sinks, toilets and urinals on a daily basis.
- 5) Replenishes restroom and kitchen/break room supplies daily.
- 6) Cleans counters, shelves, mirrors, and light fixtures in restrooms. Deodorizes and disinfects lavatory floors, walls and fixtures.
- 7) Cleans window coverings, washes windows, walls and doors.
- 8) Vacuums and shampoos rugs and carpets.
- 9) Cleans ceiling air vents as needed.
- 10) Installs replacement parts on fixtures.
- 11) Repairs minor plumbing problems in restrooms.
- 12) Operates a variety of hand, power and shop tools and equipment to perform minor repair work.

**QUALIFICATIONS**

1. A High School Diploma and at least two (2) 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. Performs routine housekeeping.

#### **MINIMUM REQUIREMENTS**

##### **Education, Training and Experience:**

High School Diploma or GED equivalent is required and at least 2 years' experience.

##### **Licenses; Certificates:**

A current, valid California Class C driver's license at time of appointment and maintained thereafter in order to operate District owned vehicles.

Any janitorial training, certifications in equipment use and any related licenses recommended.

##### **Special Requirements:**

Due to work duties near bodies of water, ability to swim.

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

**OXNARD HARBOR DISTRICT  
PORT OF HUENEME**

**POSITION TITLE:     **GROUNDSKEEPER****  
**DEPARTMENT:     **OPERATIONS/FACILITIES****  
**BARGAINING UNIT: **SEIU Local 721****

**POSITION SUMMARY:** Under the general supervision of the Facilities Supervisor, the Groundskeeper performs a variety of work duties in the areas of maintaining the grounds and landscaping throughout the properties owned by the Port.

**ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE POSITION:**

The Groundskeeper performs, but is not limited to, the following essential functions:

- 1) Trash pickup.
- 2) Weed abatement.
- 3) Broom sweeping and pressure washing sidewalks, parking lots, office fronts along bull rails and other areas as needed.
- 4) Debris pick up in water around sport docks and along banks and on site.
- 5) Magnet sweep roadways and parking lots using a magnet attached to the bumper of company vehicle.
- 6) Surface sweeping. Operating a street sweeper on Port owned property including parking lots, warehouses and terminals etc. as required and/or in preparation for events.
- 7) Irrigation system maintenance and operation.
- 8) Tree trimming and care, including removal and/or new plantings etc.
- 9) Trimming and care of all hedges and bushes.
- 10) Rakes leaves, loads and unloads brush, branches, rubbish and materials.
- 11) Pest and rodent control.
- 12) Perform backup custodial duties
- 13) Other related duties as may be assigned.

**QUALIFICATIONS**

1. Landscaping equipment upkeep.
2. Boom lift operation.

3. Knowledge on equipment use such as chain saws, hedge trimmers, leaf blowers, forklifts and other landscaping tools and equipment.
4. Knowledge of plants, turf and trees.
5. Record keeping such as parts records, checklists, planting and fertilizer schedules.
6. Tree and hedge trimming experience.
7. Knowledge of fertilizer and proper tree and hedge care.
8. Knowledge of proper tool and work safety requirements.
9. Keep hazmat information files.
10. Strong interpersonal communication skills that combine tact, patience and courtesy.
11. Strong verbal and written communication skills.
12. Proficiency with personal computers.
13. Ability to reach overhead, above shoulders and horizontally and bend at the waist.
14. A groundskeeper should have the ability to follow verbal and written instructions.
15. Ability to lift, push or pull items up to of 50 lbs.

### **MINIMUM REQUIREMENTS**

#### **Education, Training and Experience:**

High School Diploma or GED equivalent is required and at least 2 years' experience.

#### **Licenses; Certificates:**

A current, valid California Class C driver's license at time of appointment and maintained thereafter in order to operate District owned vehicles.

Any landscaping training, certifications in equipment use and any related licenses recommended.

#### **Special Requirements:**

Due to work duties near bodies of water, ability to swim.

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

**Licenses; Certificates:**

A current, valid California Class C driver's license at time of appointment and maintained thereafter in order to operate District owned vehicles.

OXNARD HARBOR DISTRICT  
PORT OF HUENEME

**POSITION TITLE:** HARBORMASTER SUPERVISOR

**DEPARTMENT:** MARITIME OPERATIONS

**BARGAINING UNIT:** SEIU LOCAL 721

**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.

**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 of 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 work.
- 5) Principles and practices of sound business communication.
- 6) Computer software applications related to work.
- 7) Ability to: Plan, organize, coordinate, schedule, assign and evaluate the work of others.
- 8) Track and report Vessel and Cargo statistics etc. in a timely and efficient manner.
- 9) Efficiently use computer software applications related to work reports etc.
- 10) Identify and implement effective courses of action to complete assigned work.
- 11) Exercise independent judgement within established guidelines.
- 12) Establish and maintain effective, collaborative working relationships with Port tenants, customers, District staff and others encountered in the course of the work.
- 13) Read, interpret and explain tariff rules and regulations, policies, procedures and other documents.
- 14) Communicate effectively orally and in writing.
- 15) Ability to perform work requiring extensive standing and bending motion, walking on uneven and inclined surfaces, and climbing ladders and ramps.
- 16) 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:**

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).

OXNARD HARBOR DISTRICT  
PORT OF HUENEME

**POSITION TITLE:** HARBORMASTER I  
**DEPARTMENT:** MARITIME OPERATIONS  
**BARGAINING UNIT:** SEIU Local 721

**POSITION DESCRIPTION**

The Harbormaster I performs entry-level Harbormaster work at the Port. The Harbormaster I is a liaison between the Port and maritime users of Port facilities. This class is distinguished from Harbormaster II in that the latter is a journey level class responsible for overseeing and administering a variety of activities in support of the maritime industries operating at the Port. Under direction, the Harbormaster I monitors, inspects and coordinates the use of Port properties, terminals and facilities and private vessel moorings with tenants, terminal operators, cargo ship personnel and their agents, commercial fishing vessel operators and stevedoring representatives; ensures quality customer service and compliance with Port tariff rules and regulations, and with relevant safety and security regulations; and performs related duties as assigned.

This position provides a wide variety of inspection, administrative and customer-service and customer relations duties in an assigned group of cargo, offshore support, and/or commercial fishing marine terminals. Incumbents receive work direction from the Harbormaster Supervisor.

**ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE POSITION**

In addition to the Position Description, the Harbormaster I will:

1. Enforce provisions, rules and regulations in the District's Port Terminal Tariff.
2. Act as Facility Security Officer (FSO) designee as directed.
3. Patrol all areas of the District property and facilities and conduct routine defined safety/security rounds of the Port area.
4. Provide guidance to contracted security personnel and provide temporary relief for unscheduled breaks.
5. Assist port pilots with the alignment and placement of ships and barges along their assigned berths.
6. Communicate with all inbound and outbound vessels via marine band radio to insure safe and orderly vessel traffic control in harbor waters.
7. Ensure that all appropriate actions and notifications are made in the event of an oil spill or discharge of any hazardous materials.
8. Contact communicate and coordinate with the required Federal, State or local agency having operational area jurisdiction as an incident dictate.
9. Act as liaison between District administration and its customers as necessary.
10. Control and direct all vehicular traffic in harbor area and enforce traffic and parking regulations.
11. Identify damage done to District property, locate the responsible party and generate damage/incident reports as required.
12. Constantly monitor activities within Port boundaries related to navigation, cargo handling, vehicular traffic, and port access.
13. Arrange shifting of berths for fishing boats, offshore support vessels and other small craft to provide berthing for ships, barges and other large vessels as necessary.
14. Implement directives from the Harbormaster Supervisor relative to the berthing and cargo operations of ships on Naval Base Ventura County(NBVC) Joint Use Area (JUA).

15. Receive calls and record messages in the absence of the Harbormaster Supervisor.
16. Maintain a daily log of vessel movements and cargo operations conducted on District and JUA docks.
17. Maintain and prepare a reference of index cards containing the ship's registry and characteristics including taking photographs of those deep draft vessels in port as necessary.
18. Maintain clear access for emergency vehicles to District facilities and performs other safety-related tasks as required.
19. Check water meter and record the quantities of water taken by any and all vessels on District docks.
20. Ensure removal of obstructions and debris left behind on the docks and in staging areas by port users after each cargo operation.
21. Immediately report to the Harbormaster Supervisor, FSO, 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.
22. Turn on lights in work areas as needed.
23. Periodically inspect 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.
24. Be responsible for additional duties as required to support Harbormaster II including shift coverage in their absence.
25. Perform related duties and responsibilities as assigned.

#### **MINIMUM REQUIREMENTS:**

1. High school diploma or equivalent.
2. Two years of accounting, managerial or responsible clerical experience in the steamship or marine terminal industry, a commercial fishing harbor, or similar work requiring a knowledge of marine shipping practices, tariffs, and port operations. College education can substitute for part of the experience.
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 perform work requiring extensive standing and bending motion, walking on even and inclined surfaces, and climbing ladders and ramps.
6. Ability to work variable work schedules.
7. Ability to Swim.

#### **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, i.e.; must be able to successfully obtain a Transportation Workers Identification Card, (TWIC)

OXNARD HARBOR DISTRICT  
PORT OF HUENEME

**POSITION TITLE:** HARBORMASTER II

**DEPARTMENT:** MARITIME OPERATIONS

**BARGAINING UNIT:** SEIU Local 721

**POSITION DESCRIPTION**

The Harbormaster II performs journey level Harbormaster work at the Port. The Harbormaster II oversees and administers a variety of activities in support of the maritime industries operating at the Port. This class is distinguished from Harbormaster Supervisor in that the latter is a supervisory class. Under direction, the Harbormaster II monitors, inspects and coordinates the use of Port properties, terminals and facilities and private vessel moorings with tenants, terminal operators, cargo ship personnel and their agents, commercial fishing vessel operators and stevedoring representatives; ensures quality customer service and compliance with Port tariff rules and regulations, and with relevant safety and security regulations; and performs related duties as assigned.

This position provides a wide variety of inspection, administrative and customer-service and customer relations duties in an assigned group of cargo, offshore support, and/or commercial fishing marine terminals. Assignments require considerable independent judgment and initiative. Incumbents receive work direction from the Harbormaster Supervisor.

**ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE POSITION**

In addition to the Position Description, the Harbormaster II will:

- 1) Enforce provisions, rules and regulations in the District's Port Terminal Tariff.
- 2) Act as Facility Security Officer (FSO) designee as directed.
- 3) Patrol all areas of the District property and facilities and conduct routine defined safety/security rounds of the Port area.
- 4) Provide guidance to contracted security personnel and provide temporary relief for unscheduled breaks.
- 5) Assist port pilots with the alignment and placement of ships and barges along their assigned berths.
- 6) Communicate with all inbound and outbound vessels via marine band radio to insure safe and orderly vessel traffic control in harbor waters.
- 7) Ensure that all appropriate actions and notifications are made in the event of an oil spill or discharge of any hazardous materials.
- 8) Contact communicate and coordinate with the required Federal, State or local agency having operational area jurisdiction as an incident dictate.
- 9) Act as liaison between District administration and its customers as necessary.
- 10) Control and direct all vehicular traffic in harbor area and enforce traffic and parking

regulations.

- 11) Identify damage done to District property, locate the responsible party and generate damage/incident reports as required.
- 12) Constantly monitor activities within Port boundaries related to navigation, cargo handling, vehicular traffic, and port access.
- 13) Arrange shifting of berths for fishing boats, offshore support vessels and other small craft to provide berthing for ships, barges and other large vessels as necessary.
- 14) Implement directives from the Harbormaster Supervisor relative to the berthing and cargo operations of ships on Naval Base Ventura County(NBVC) Joint Use Area (JUA).
- 15) Receive calls and record messages in the absence of the Harbormaster Supervisor.
- 16) Maintain a daily log of vessel movements and cargo operations conducted on District and JUA docks.
- 17) Maintain and prepare a reference of index cards containing the ship's registry and characteristics including taking photographs of those deep draft vessels in port as necessary.
- 18) Maintain clear access for emergency vehicles to District facilities and performs other safety- related tasks as required.
- 19) Check water meter and record the quantities of water taken by any and all vessels on District docks.
- 20) Ensure removal of obstructions and debris left behind on the docks and in staging areas by port users after each cargo operation.
- 21) Immediately report to the Harbormaster Supervisor, FSO, 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.
- 22) Turn on lights in work areas as needed.
- 23) Periodically inspect 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.
- 24) Be responsible for additional duties as required to support Harbormaster II including shift coverage in their absence.
- 25) Review cargo manifests and wharfage statements for accuracy
- 26) Perform related duties and responsibilities as assigned.
- 27) Direct and assist 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.
- 28) Coordinate the berthing assignments for all vessels utilizing District wharves.
- 29) Make arrangements with the NBVC Duty Officer after normal working hours for emergency berthing assignments on NBVC wharves if required.

- 30) Participate in the development of maintenance and operation guides, security manuals, and standard operating procedures for the Port
- 31) Confer with and advise tenants on the Port and facilities, including safe boating practices, tides, currents and weather conditions
- 32) Assist in the negotiation and preparation of marine terminal agreements, leases and permits for use of Port maritime properties.
- 33) Devise solutions to problems that arise at maritime facilities and properties and serves as liaison between police and contract security and maritime customers to assist in the safe, efficient operation and promotion of their business.
- 34) Ability to Swim.

**MINIMUM REQUIREMENTS:**

1. High School Diploma or equivalent.
2. Requires four years' experience at a port, terminal operating company, or shipping company performing duties needing extensive knowledge of marine shipping practices, marine terminal operations, tariffs and port terminology. 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 perform work requiring extensive standing and bending motion, walking on uneven and inclined surfaces, and climbing ladders and ramps.
6. Ability to work variable work schedules.

**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, i.e.; must be able to successfully obtain a Transportation Workers Identification Card, (TWIC)

**“EXHIBIT F - DRUGS, ALCOHOL AND MEDICATION POLICY”**





<b>TITLE:</b>
Drug and Alcohol-Free Workplace Policy
<b>ADOPTED BY BOARD OF HARBOR COMMISSIONERS:</b>
February 11, 2019
<b>EFFECTIVE DATE:</b>
This Administrative Policy is effective upon approval and adoption by the Board of Harbor Commissioners.
<b>SUPERSESION:</b>
This Administrative Policy supersedes Administrative Policy No. 12303.1 approved and adopted-on November 22, 2004.
<b>PURPOSE:</b>
<p>This policy is applicable to all applicants and regular, temporary, part-time and contract employees of the District. This policy does not preclude any additional policies being issued regarding controlled substance abuse which are more stringent, broader in context, or address screening or testing for controlled substances or alcohol. In the event of any conflict with Federal and/or State law covering this policy, Federal and/or State law shall control.</p> <p>To the extent this Policy is inconsistent with the applicable collective bargaining agreement, the terms of the applicable collective bargaining agreement will control. However, if the terms of the collective bargaining agreement conflict with Federal and/or State law covering this policy, Federal and/or State law shall control.</p>
<b>POLICY:</b>
<p><b>FINDINGS</b></p> <p>The Board of Harbor Commissioners finds that drug or alcohol abuse has a negative impact on job performance and threatens harm to employees and others. Employees who are under the influence of a drug or alcohol while on the job compromise the District's interest and may endanger their own health and safety and the health and safety of others. Substance abuse in the workplace can also cause a number of work related problems including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees and</p>

inferior service to District's customers. The District has established this policy in order to further its interest in promoting and maintaining safe and efficient working conditions for its employees as well as to protect its business, property, equipment and operations. As a condition of continued employment with the District, each employee must abide by this policy.

**DISSEMINATION**

Every current employee will receive a copy of the District's Drug and Alcohol-Free Workplace policy upon issuance. At the time of employment, each new employee will be provided with a copy of the policy. On a periodic basis, the District will reaffirm this policy with employees.

**DRUG AND ALCOHOL-FREE WORKPLACE DECLARATION**

It is the intent and policy of the Oxnard Harbor District to provide a working environment free from substance and alcohol abuse. The District will not tolerate the manufacture, distribution, sale, purchase, dispensing, possession or use in the work place of controlled substances as defined in paragraph 9. No employee shall be under the influence of a controlled substance or alcohol while performing his/her duties or work. Furthermore, the District will not tolerate the unauthorized use of alcohol by an employee while on District premises. Any employee who unlawfully manufactures, distributes, sells, purchases, dispenses, possesses, uses, or is under the influence of controlled substances or violates any State or Federal laws applicable to controlled substances while on District premises or business, shall be subject to immediate disciplinary action up to and including termination of employment and/or satisfactory completion of a drug or alcohol abuse rehabilitation program approved for such purposes by a Federal, State, or local law enforcement agency or other appropriate health organization.

**PROHIBITED CONDUCT**

The prohibitions of this section apply whenever the interests of the District may be adversely affected, including any time an employee is: (1) on District premises; (2) conducting or performing District business, regardless of location; (3) operating or responsible for the operation, custody, or care of District equipment or other property; or (4) responsible for the safety of others in connection with, or while performing, District-related business.

The following acts are prohibited and will subject an employee to discharge:

- (1) The unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol;
- (2) Being under the influence of alcohol from unauthorized consumption;
- (3) The use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of any illegal drug or other controlled substance;

(4) Being under the influence of any illegal drug or other controlled substance;

(5) The abuse of any legal drug;

(6) The purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with law; or

(7) Working while impaired by the use of a legal drug whenever such impairment might: (a) endanger the safety of the employee or some other person; (b) pose a risk of significant damage to District property or equipment; or (c) substantially interfere with the employee's job performance or the efficient operation of the District's business or equipment.

All management personnel are expected to take appropriate and immediate action in connection with any violations of this policy. Violation of this policy shall result in disciplinary proceedings that may include immediate termination of employment.

Please note that the District may provide alcohol for consumption at certain events, such as social functions. The consumption of alcohol at these events does not violate this Guideline.

#### **DRUG ALCOHOL FREE AWARENESS PROGRAM**

The District's Drug and Alcohol-Free Awareness Program will regularly inform employees about the:

- (a) District's Drug and Alcohol-Free Workplace Policy
- (b) Employee Assistance Program (EAP)
- (c) Dangers of workplace drug and alcohol abuse
- (d) Disciplinary action that may be imposed for violations of the policy

#### **PRESCRIPTION DRUGS AND OTHER MEDICATIONS**

Any employee taking a legal drug or medication, whether or not prescribed by a health care professional, which is known or advertised to affect judgment, coordination, impair senses or adversely affect the ability to perform work in a safe and productive manner, must notify his/her supervisor or the CEO/Port Director prior to starting work if the performance of his/her normal duties could affect his/her safety and welfare and that of others.

Supervisors shall monitor employee behavior and assess possible warning signs indicating that the employee's work performance while under the influence of a legal drug is impaired or is causing an unsafe work environment. If there is cause for serious concern with regard to an employee's behavior or performance, the employee's supervisor shall inform the CEO/Port Director. If it is established that that

the employee is impaired or unable to perform his/her work in a safe and productive manner, the employee shall be advised to take a leave of absence using accrued sick, annual, or compensatory leave, or leave without pay for all time away from work, until such time the employee can safely return to work.

As stated above, although California has legalized marijuana for medicinal and recreational purposes, marijuana remains illegal under Federal law. Accordingly, any such use, possession, etc., of marijuana, whether for medical or recreational purposes, is deemed as using an illegal drug in violation of this policy, is strictly prohibited, and employees will be disciplined accordingly.

#### **DRUG AND ALCOHOL TESTING GUIDELINES**

Drug and alcohol testing shall be conducted on: (1) all prospective employees to whom a conditional offer of employment has been made for designated safety-sensitive positions; (2) safety-sensitive employees for whom there is a reasonable suspicion that the employee is working in an impaired condition or otherwise engaging in conduct that violates this policy; and (3) on safety-sensitive employees after an accident under the circumstances noted below:

(a) Pre-employment Drug and Alcohol Testing for Designated Safety-Sensitive Positions

All individuals who submit applications for employment in a position in the Harbormaster Unit and/or the Facilities Maintenance Unit (the designated safety-sensitive positions) shall be informed at the time of the submission of their applications that, as a condition of an offer of employment, they will be tested for drugs and alcohol and shall be given a copy of this Administrative Policy. The District shall make an offer of employment subject to and conditioned on the prospective applicant taking a drug and alcohol test, the employee authorizing the disclosure of the test results to the District and a negative test result.

The District's industrial medicine provider will perform the collection of samples, testing, verification and reporting drug and alcohol testing results in compliance with the terms of these guidelines and applicable Federal and State laws and regulations. A prospective employee will be required to read and sign a pre-employment drug testing consent form prior to the collection of any sample. The signing of the consent form shall be voluntary. If a prospective employee refuses to sign the consent form, the refusal will be handled in the same manner as a positive test result.

(b) Reasonable Suspicion / Post-Accident Testing

An employee shall undergo drug and alcohol testing if:

1. Two or more trained members of the management team have a reasonable suspicion that the employee is working in an impaired condition or otherwise engaging in conduct that violates this policy; or
2. There is reasonable suspicion that the employee who may be a cause of an accident that causes damages to property or injury to persons while at work or on the District's premises or business was under the influence of a controlled substance or alcohol at the time or in violation of this policy.

(c) Testing Protocol

All samples shall be collected at facilities that comply with strict Department of Health and Human Services / Substance Abuse & Mental Health Services Administration (DHHS/SAMHSA) guidelines. All drug and alcohol testing will be performed at a DHHS/SAMHSA certified laboratory and shall be forwarded to a licensed Medical Review Officer (MRO). The MRO shall be chosen by the industrial health clinic and shall only report the final results to the District's CEO/Port Director. The MRO (or designee) will inform the CEO/Port Director of negative test results within 24 hours of receipt of the results. A Federally certified laboratory must verify all positive test results. The District will pay the cost of the test and reasonable transportation costs to the testing facility.

The final results shall be reported to the District in writing and in a confidential manner and shall be limited only to whether the employee passed or failed the drug test. Employees who fail the drug test will be considered to have violated this policy and will be disciplined, up to and including termination, accordingly.

Any employee subject to testing under this policy will be asked to sign a form acknowledging the procedures governing testing and consenting to (1) the collection of samples of urine for the purpose of determining the presence of alcohol or drugs, and (2) the release to the District of medical information regarding the test results. Refusal to sign the agreement and consent form, or to submit to the drug test, will result in either the revocation of a prospective employee's job offer or discipline of a current employee up to and including immediate termination.

(d) Prescription and Non-Prescription Medications

Individuals shall have the opportunity to provide to the MRO information related to the use of legal drugs, including prescription or nonprescription medications, or other relevant medical information that may affect the outcome of the test. A negative test result shall be reported to the District if the prospective employee or employee provides medical information that is determined by the MRO to be valid, substantiated or relevant based on the MRO's professional medical opinion and/or fact that the positive test result was not caused by a controlled substance as defined

in this Administrative Policy or by excessive amounts of alcohol.

All information from an applicant's or an employee's drug and alcohol tests will be confidential to the extent required by law. Records will be securely maintained in order to prevent disclosure of information to unauthorized persons.

#### **VOLUNTARY USE OF COUNSELING AND REHABILITATION PROGRAMS**

An employee with a drug and/or alcohol problem is encouraged to voluntarily participate in a counseling and/or rehabilitation program that may be available through the employee's health insurance plan or the Employee Assistance Program (EAP). An employee with a drug or alcohol problem that has not resulted in, and is not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program. An unpaid leave of absence may be granted if the employee agrees to successfully complete his/her participation in the rehabilitation or treatment program; abides by all District policies, rules, and prohibitions relating to conduct in the workplace; and if granting the leave will not cause the District any undue hardship.

#### **REPORTS OF VIOLATION OF POLICY AND INVESTIGATION PROCESS**

##### (a) Reporting Requirement

All employees are required to report a violation of this policy. The CEO/Port Director, or his or her designee, will investigate violations of this policy. It is the responsibility of all trained members of the management team who have reasonable cause to believe that there has been a violation of this policy to make an immediate oral report to the CEO/Port Director.

##### (b) Mandatory Referral

If upon direct observation by a trained member of the management team and confirmation by a second trained member of the management team, an employee appears to be under the influence of a controlled substance, alcohol or prescription medication that is interfering with or likely to interfere with the employee's work performance, conduct or safety or the safety of others, the supervisor or manager shall report his/her observations, and escort the employee to the CEO/Port Director, or his or her designee. Upon such referral, the CEO/Port Director, or his or her designee, may conduct an investigation and take action including arranging for drug or alcohol testing as deemed appropriate.

If an employee refuses a mandatory referral to the CEO/Port Director under escort by the employee's manager or supervisor, the employee will be disciplined up to and including immediate termination.

#### **CONFIDENTIALITY**

The District will make every effort to safeguard the privacy and confidentiality of employees' protected health information and medical records. All counseling, rehabilitation or medical information originated in accordance with this policy will be maintained in files separate from employees' personnel files.

Exceptions to this confidentiality provision are limited to a decision maker in an arbitration, litigation or administrative proceedings arising related to a drug test or refusal to drug test. Furthermore, an exception to complete confidentiality may be made by the CEO & Port Director (or designee) in conference with Legal Counsel if an employee's safety or the safety of others is endangered or if required by law.

#### **DISCIPLINARY PROCEEDINGS**

The District will implement all disciplinary proceedings in accordance with policies and procedures for the administration of employer-employee relations. Any violation of this policy will result in immediate suspension of employment without pay for at least a period of three (3) days subject to further disciplinary proceedings up to and including termination of employment.

Additionally, failure to notify the CEO & Port Director or his/her designated representative of any criminal drug statute conviction of such employee for a violation occurring in the work place no later than five (5) days after such conviction

will result in immediate suspension of employment without pay for at least a period of three (3) days subject to further disciplinary proceedings up to and including termination of employment.

#### **COMPLIANCE AND NOTIFICATION**

Compliance with the Drug-Free Workplace Act of 1988 (Title 41, U.S.C. section 702 et.seq.) is a condition of Federal and State grants to the District. The notification requirements of this Act are to be strictly adhered to, in addition to all other components of this policy.

As a condition of employment and continued employment, each employee shall abide by the District's Drug and Alcohol-Free Workplace Policy. An employee must notify the District of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. In compliance with the Drug Free Workplace Act of 1988 and the Controlled Substance Act, the CEO & Port Director or designee shall notify any and all appropriate Federal agencies within ten (10) days after receiving an employee notice of a criminal drug statute conviction.

The District will impose corrective measures on an employee convicted of a drug abuse violation in the workplace within thirty (30) days after receiving notice of his/her conviction and:

- Implement disciplinary proceedings up to and including termination of employment against the employee, or

- Require the employee to satisfactorily complete a drug abuse rehabilitation program approved for such purposes by a Federal, State, or local law enforcement agency or other appropriate health organization.

**ADMINISTRATION AND INTERPRETATION**

It is not possible for this policy to anticipate every situation that may arise in connection with controlled substance abuse or alcohol abuse and its effect on the District and its employees. The District reserves the right to respond to specific situations in a way permitted by law that may not be contemplated by these guidelines when circumstances warrant. Authority for the interpretation of this policy is the responsibility of the CEO & Port Director in consultation with Legal Counsel.

**RELATED POLICIES:**

N/A

**DEFINITIONS:**

**Controlled Substance and Illegal Drugs:**

The terms "controlled substance" or "illegal drugs" means any drug or substance that (a) is not legally obtainable; or (b) is legally obtainable but has not been legally obtained; or (c) has been legally obtained but is being sold or distributed unlawfully. This includes a drug or other substance, or immediate precursor, included in schedule I, II, III, IV, of Part B of 21 U.S.C., Section 812 — Schedule of Controlled Substances and in regulations adopted to pursuant to such Act set forth in Title 21 CFR Parts 1300.01 and 1308 unless exempted from application by the Controlled Substance Act. Furthermore, despite its legal status in California, marijuana remains an illegal drug under Federal law. Accordingly, marijuana is considered an illegal drug for the purpose of District policy.

**Legal drug:**

The term "legal drug" means any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed.

**Abuse of any legal drug:**

The term "abuse of any legal drug" means the use of any legal drug (a) for any purpose other than the purpose for which it was prescribed or manufactured; and (b) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

**Conviction:**

The term "conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

**Criminal Drug Statutes:**

The term "criminal drug statutes" means a Federal or State criminal statute involving the manufacture, sale, distribution, purchase, possession or use of any controlled substance.



**Reasonable Suspicion:**

The term "reasonable suspicion" means a suspicion that is based on specific personal observations such as an employee's manner, disposition, muscular movement, appearance, behavior, speech or breath odor; information provided to management by an employee, by law enforcement officials, security service or by other persons believed to be reliable; or suspicion that is based on other surrounding circumstances.

**Possession:**

The term "possession" means that an employee has the substance on his or her person or otherwise under his or her control.

**“EXHIBIT G - ANTI HARASSMENT, DISCRIMINATION, AND  
RETALIATION POLICY”**

<b>TITLE:</b>
Anti-Harassment, Discrimination and Retaliation Policy
<b>ADOPTED BY BOARD OF HARBOR COMMISSIONERS:</b>
December 10, 2018
<b>EFFECTIVE DATE:</b>
This Administrative Policy is effective upon approval by the Board of Harbor Commissioners.
<b>SUPERSESION:</b>
This policy supersedes Administrative Policy #503
<b>PURPOSE:</b>
The purpose of this policy is to affirm the Oxnard Harbor District’s commitment to providing a work environment that is free from all forms of harassment, discrimination and related retaliation.
<b>POLICY:</b>
<p>1. BACKGROUND.</p> <p>This policy is applicable to all regular, temporary, and part-time employees of the Oxnard Harbor District, and Harbor Commissioners or by any outside persons in contact with District employees and independent contractors (including District customers, potential customers, vendors, delivery persons, etc.). This policy does not preclude any additional policies being issued regarding harassment, discrimination, or retaliation which are more stringent or broader in context. In the event of any conflict with Federal and/or State law covering this policy, Federal and/or State law shall control.</p> <p>2. POLICY.</p> <p>The District is committed to providing a workplace free of unlawful harassment. In accordance with applicable law, the District prohibits harassment based on race, religion, religious creed (including religious dress and religious grooming), color, gender, sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding and related medical conditions, gender identity and gender expression, transgender status, those who are transitioning or have transitioned, and sexual stereotypes), sexual orientation, age, national origin (including possessing a driver’s license issued under Vehicle Code § 12801.9), ancestry, physical or mental disability, medical condition, genetic characteristics, genetic information, family care, marital status, enrollment in any public assistance program, military or veteran status or qualified</p>

disabled veteran, domestic partner status, status as a victim of domestic violence, sexual assault or stalking, and/or any other basis protected by federal, state or local laws.

All such harassment is unlawful and will not be tolerated, whether it be harassment of employees, applicants, unpaid interns, persons providing services pursuant to a contract or volunteers by managers, supervisors, co-workers, or non-employees with whom the District has a business, service or professional relationship, like vendors and clients. Similarly, the District will not tolerate harassment by its employees of non-employees with whom the District has a business, service or professional relationship, like vendors and clients.

Additionally, all District employees, including new hires, are mandated to participate in District sponsored Anti-Harassment training courses.

### Sexual Harassment

Sexual harassment (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions, gender identity, gender expression, transgender status, those who are transitioning or have transitioned, sexual stereotypes, sexual orientation, and gender harassment) is defined as unwanted sexual advances, or visual, written, verbal or physical conduct of a sexual nature that creates an intimidating, offensive, or hostile working environment or that interferes with an employee's work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment or promotion; (2) submission or rejection of the conduct is used as the basis for an employment decision; or (3) the unwelcomed comments or conduct based on sex unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Sexual harassment includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. Furthermore, sexually harassing conduct need not be motivated by sexual desire. The following is a partial list of violations:

- Unwanted sexual advances, propositions or requests for sexual favors;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct: leering, making sexual gestures, displaying of suggestive objects, posters, photographs, cartoons, or drawings;
- Verbal conduct: making or using derogatory comments, epithets, slurs, jokes, verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, foul or obscene language, conversation containing sexual comments;

- Written conduct: suggestive or obscene letters, emails, drawings, notes or invitations;
- Physical conduct: unwanted touching, assault, impeding or blocking movements, and violating someone’s “personal space”; and
- Retaliation for reporting harassment or threatening to report harassment.

#### Other Types of Harassment

Harassment can take many forms beyond sexual harassment. Harassment on the basis of race, religion, religious creed (including religious dress and religious grooming), color, age, national origin (including possessing a driver’s license issued under Vehicle Code § 12801.9), ancestry, physical or mental disability, medical condition, genetic characteristics, genetic information, family care, marital status, enrollment in any public assistance program, military or veteran status or qualified disabled veteran, domestic partner status, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, and/or any other basis protected by federal, state or local laws, is also prohibited and will not be tolerated by the District. Such harassment includes but is not limited to the following when based upon an employee’s protected status as noted above:

- Verbal conduct such as making or using derogatory comments, epithets, slurs, jokes, or verbal abuse;
- Visual conduct such as gestures and displaying of objects, posters, photographs, cartoons, or drawings;
- Written conduct such as suggestive or obscene letters, emails, drawings, notes or invitations;
- Physical conduct such as assault, unwanted touching, or blocking normal movement, or violating someone’s “personal space”; and
- Retaliation for reporting harassment or threatening to report harassment.

#### Retaliation Prohibition

California law and the District also prohibit retaliation against any employee for making a good faith complaint of harassment or for cooperating, assisting, testifying, or participating in any of the harassment Internal or External Complaint Procedures below. Claims of retaliation are taken seriously and are subject to the same Internal and External Complaint Procedures below.

#### Internal Complaint Procedure

The District’s complaint procedure provides for an immediate, thorough, objective and confidential investigation of any claim of unlawful or prohibited harassment and/or retaliation, appropriate disciplinary action against one found to have engaged in prohibited harassment and/or retaliation, and appropriate remedies for

any victim of harassment and/or retaliation. A claim of harassment may exist even if the employee has not suffered an adverse employment action.

If you believe you have been harassed and/or retaliated on the job, or if you are aware of the harassment and/or retaliation of others, you must provide a written or verbal complaint to your immediate supervisor or with the Chief Finance & Administrative Officer or CEO & Port Director as soon as possible after the incident as soon as possible. You are not required to complain to any individual who is the one harassing and/or retaliating against you, nor do you have to complain directly to your immediate supervisor. Instead, as is mentioned above, you may report harassment and/or retaliation to any other member of management, including but not limited to the Chief Finance & Administrative Officer or CEO & Port Director. Your complaint should be as detailed as possible, including the names of individuals involved, the names of any witnesses, direct quotations when language is relevant, and any documentary evidence (notes, pictures, cartoons, etcetera).

The District will maintain confidentiality to the extent possible. Any supervisor or manager who is informed of a complaint of harassment and/or retaliation by an employee, or any other individual, must report said complaint to the Chief Finance & Administrative Officer or CEO & Port Director immediately and must otherwise keep the matter confidential. Human Resources must also keep the matter confidential and not disclose the matter to any person who does not have legitimate work-related reasons for knowing of the complaint. Any supervisor, manager or Human Resources employee who fails to comply with this paragraph will be subject to disciplinary action, up to and including termination of employment.

All incidents of prohibited harassment and/or retaliation that are reported will be subject to an impartial, fair, timely and thorough investigation by either a Human Resources representative qualified to perform the investigation or an independent third-party investigator, depending on the circumstances. The investigation will provide all parties appropriate due process and will reach reasonable conclusions based on the evidence collected. The District will document the timely, thorough, and objective investigation of the harassment and/or retaliation allegations to ensure reasonable progress is being made in the investigation. The District will inform the employee who initiated the complaint of the progress of the investigation upon request of that employee.

#### Corrective Action

At the conclusion of the timely investigation, if it is determined that prohibited harassment and/or retaliation has occurred, The District will take immediate and effective remedial action commensurate with the circumstances. Corrective action may include, for example: training, referral to counseling, or disciplinary action including but not limited to verbal or written warning, suspension, transfer, demotion, and termination of employment, depending on the circumstances. With regard to acts of harassment by clients or vendors, corrective action will be taken after consultation with the appropriate management personnel.

The employee who initiated the complaint will be notified when the investigation has been completed and will be informed of the general outcome of the investigation, i.e., whether the complaint has been substantiated or

unsubstantiated. However, the employee is not entitled to know the corrective action, if any, imposed on the accused harasser as that information is protected by the accused harasser’s right to privacy. Appropriate action will be taken to ensure the employee who has been found to have been harassed and/or retaliated against will not be harassed and/or retaliated against in the future, including but not limited to redistribution of this policy, training, transfer, etc.

External Complaint Procedure

In addition to the District’s internal complaint procedure, employees who believe that they have been unlawfully harassed and/or retaliated against may file a complaint with the federal Equal Employment Opportunity Commission (EEOC), and/or the California Department of Fair Employment and Housing (DFEH).

For more information, contact the Human Resources Department. Contact information for the DFEH can be obtained at [www.dfeh.ca.gov](http://www.dfeh.ca.gov). Contact information for the EEOC can be obtained at [www.eeoc.gov](http://www.eeoc.gov).

**RELATED POLICIES AND PROCEDURES:**

Policy No. 502.2: Equal Employment Opportunity

**DEFINITIONS:**

None.