

RESOLUTION NO. 1311

A RESOLUTION OF THE BOARD OF HARBOR COMMISSIONERS OF THE OXNARD HARBOR DISTRICT ESTABLISHING WAGES AND EMPLOYMENT BENEFITS FOR ALL NON-REPRESENTED EMPLOYEES

To the extent that any provision of this Resolution is inconsistent, or in conflict, with the Public Employees' Medical and Hospital Care Act (PEMHCA) with respect to employees and annuitants participating in medical plans approved and maintained by the Board of Administration of CalPERS, the provisions of PEMHCA are controlling.

1. NON-REPRESENTED SALARY TABLES

See Exhibit "A" for salary tables for the non-represented District Employee's Wage Tables, effective July 1, 2024.

2. RETIREMENT BENEFITS

CalPERS Pension Benefits. The District retains the right to modify in the future the benefits provided herein, including, but not limited to, the right to increase or decrease the amount to be paid by the District. The District shall currently provide benefits for its non-represented employees in the following manner:

For employees hired prior to January 1, 2013, and employees hired on or after January 1, 2013 who are classified as "classic" members by CalPERS, the District provides the 2.5% @ 55 retirement formula. The District pays the 8.0%-member contribution on behalf of the employee as an employer paid member contribution consistent with Government Code Section 20691.

For employees hired on or after January 1, 2013 classified as "new members" by CalPERS, the retirement formula is 2.0% @62. New members shall contribute from their pensionable compensation an amount equal to 50% of the normal cost attributable to the 2.0% @62 retirement plan pursuant to Government Code Section 7522.30(c). This amount shall be determined on an annual basis by CalPERS.

In order for a District employee to qualify for a service retirement through CalPERS, the Employee must accrue at least 5 years of credited service with any CalPERS employer. Once the five years of credit service has been approved by CalPERS, the District employee shall be vested in CalPERS.

The District's CalPERS contract includes the following provisions:

- Improved Non-Industrial Disability Allowance (§21427)
- Pre-Retirement Optional Settlement 2 Death Benefit (§21548)
- Final Compensation Period — Three Years (§20037)
- Sick Leave Credit (§ 20965)

Military Service Credit as Public Service.

Current employees may purchase a maximum of four (4) years of service credit for any continuous active military or merchant marine service prior to employment with the District. The procedures, process and provisions for Military Service Credit are governed by CalPERS.

Pre-Retirement Death Benefits.

The District provides certain pre-retirement death benefits to beneficiaries enrolled as members of CalPERS if an employee dies prior to retirement. The provisions, process, procedures, etc., are governed by CalPERS.

Retiree Medical Benefits

Eligible Retirees, as defined below, shall be eligible to receive a retiree health benefit from the District of up to \$2,350 per month towards the cost of a CalPERS health plan in which the Eligible Retiree, and his or her eligible dependents, enroll. This benefit shall be paid directly to CalPERS on behalf of the Eligible Retiree. The Eligible Retiree shall be responsible for any premium cost in excess of the foregoing benefit. "Eligible Retiree" shall refer to an employee of the District who has retired from service with the District through CalPERS after accruing a minimum of 5 years of credited service with any CalPERS Employer. An employee is deemed to be "retired from service with the District" if his or her effective retirement date is within 120 days of separation from employment with the District and he or she is receiving a retirement allowance from CalPERS resulting from the employee's service with the District.

3. HEALTH AND WELFARE BENEFITS

The District contracts with CalPERS pursuant to the Public Employees' Medical and Hospital Act (PEMHCA) to make medical insurance plans available to its employees. In the event that the employee selects a health insurance benefit plan through CalPERS 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 CalPERS health insurance plan up to Two thousand three hundred fifty dollars (\$2,350.00) per month (this amount includes the PEMHCA statutory minimum).

Except as otherwise provided in PEMHCA, the health and welfare benefits provided by the District pursuant to this policy include health and welfare benefits coverage for an employee's spouse and dependents as permitted by applicable law.

Medical Insurance Plans Opt-Out Provision

As an alternative option to coverage under a CalPERS medical insurance plan, regular non-represented employees shall be entitled to opt out of District-provided medical insurance benefits. Employees who opt out of enrollment in a CalPERS medical insurance plan shall receive a monthly cash payment of \$600.00 in lieu of enrollment in a medical insurance plan if the conditions of this paragraph are met. The employee must provide the District with evidence of enrollment in other group medical insurance coverage in order to opt out of enrollment in a CalPERS medical insurance plan. Employees that elect to opt out may voluntarily elect to have the District allocate the opt out amount directly to his or her health care FSA in lieu of a cash payment subject to the contribution limits under applicable law.

Health Reimbursement Account for Active Employees

Effective January 1, 2024, the District shall contribute \$450. per month to a regular non-represented full-time employee's Health Reimbursement Account (HRA) plan for qualified additional medical expenses.

This contribution is not available to retirees. Reimbursements will be permitted so long as a participating employee, and his or her dependents, is enrolled in a group health plan sponsored by the District or another employer.

Flexible Spending Accounts (FSA)

The District offers employees participation in flexible spending accounts which allow employees to contribute, through voluntary pre-tax payroll deductions, to a Health Care FSA and/or Dependent Care FSA.

Dental Insurance

- a) 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.
- b) 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.
- c) Except for those persons identified in subparagraph (b) above, retired employees shall not be eligible to enroll in a District-sponsored dental insurance plan except on a direct self-pay basis as permitted under COBRA.

Vision Care

- a) Regular employees may enroll in a Vision plan offered by the District. 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 ("District Board").
- b) 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 enrollment in vision plan approved by the District Board.
- c) Except for those identified in subparagraph (b) above, retired employees shall not be eligible to enroll in a District sponsored vision plan except on a direct self-pay basis as permitted under COBRA.

Life Insurance

The District will pay one hundred percent (100%) of the premiums for universal life insurance policies approved by the District Board on behalf of regular non-represented full-time employees. If eligibility requirements are not met, the District's insurance carriers may not accept all applicants and, therefore, coverage may not be available.

The face value amounts of the universal life insurance policies for employees shall be equal to 1.5 time the annual salary rounded to the next highest \$10,000, subject to adjustment on July 1, 2023 and then every twenty-four (24) months thereafter based on employees' annual salary as of the adjustment date.

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). For employees that receive life insurance coverage in excess of \$50,000, the employee is responsible for paying the imputed income tax as required by the Internal Revenue Service.

For employees who retire after June 1, 1991, 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 of retirement from District employment.

Except for those identified above, employees/retirees shall not be entitled to have life insurance premiums paid by the District but, if permitted under the insurance policies, may continue the insurance policies on a self-pay basis.

4. OTHER BENEFITS

The following benefits apply to all regular non-represented employees.

Sick Leave

Sick leave is a form of employee insurance that is accumulated for use in the event of illness of the employee or of an immediate family member of the employee or to attend doctors' appointments pursuant to the California Paid Sick Leave law.

Basic Leave Entitlement

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 receive medical treatment, counseling or other victims' services for domestic violence, sexual assault, stalking etc., and to attend any such pertinent legal proceedings.

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. Additionally, California Paid Sick Leave may be used for an employee who is a victim of domestic violence, sexual assault, or stalking.

Accrual

Regular full-time non-represented employees are granted ninety-six hours of sick leave with pay per fiscal year which shall accrue at a rate of 3.69231 hours per pay period.

If an employee's annual accrual of sick leave results in a balance in excess of the maximum allowable nine hundred (900) hours as of June 30 in any year, he/she shall receive a cash payment of sixty percent (60%) of his/her hours over the maximum at his or her regular hourly rate, and his/her sick leave balance shall be reduced to nine hundred (900) hours.

All other non-represented employees (part-time, temporary, etc.) are granted a lump sum of 40 hours, or five days, whichever is greater, of sick leave upon hire and on the anniversary of their hire date each year thereafter. However, these employees do not become eligible to use such sick leave until the 90th day of employment. Any unused sick leave will expire at the end of each anniversary year and does not carry over.

To the extent allowed by law, all medical and dental time off shall be charged to the individual employee's sick leave balance.

Separation of Employment

An employee with five (5) years or more of continuous District service shall be eligible to make an irrevocable advance election, no later than the month prior to his or her separation from employment with the District for the purpose of retiring for service or disability through CalPERS, between (I) receiving a cash payment of seventy-five percent (75%) of his/her unused sick leave balance (remaining sick leave will be forfeited), or (II) converting his/her unused sick leave balance to additional CalPERS service credit at the rate of 0.004 year of service credit for each day of unused sick leave (250 days of sick leave equals one additional year of service credit). Cash payments shall be computed on the basis of the hourly rate equivalent of the employee's base wage on the last day worked. Failure to make a timely election shall result in the automatic conversion of the employee's unused sick leave balance to additional service credit.

Otherwise, upon separation of employment (voluntary termination, involuntary termination, etc.) employees are not entitled to be compensated for unused sick leave. However, previously unused paid sick days must be reinstated if an employee separates from employment and then is rehired within one year.

Sick Leave Donation

A regular full-time employee may voluntarily contribute a portion of his/her accrued sick time balance to another employee. Contributions cannot be volunteered that will allow the contributor's total sick time balance to drop below 96 hours in leave balance. Contributions for a specific amount must be submitted in writing to the CEO & Port Director and cannot be rescinded. Contributions will be deducted from a contributing employee's sick time balance when approved. When contributions are approved, the contributing employee will be informed in writing of the specific deduction with the next pay cycle. All employee

privacy related to medical conditions will be strictly maintained.

Notice

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

Benefits Continuation

Sick leave under this policy will not constitute a break in the employee’s continuous service for the purpose of benefits and seniority.

Relationship with Other Leave Policies

If a law or regulation provides for greater accrual or use of sick days, the law, regulation, or policy with the greater protection may apply. For questions regarding the interplay between your entitlement to leave under other laws or regulations and your entitlement to leave under the Act, please contact Human Resources.

Job Restoration

Upon expiration of sick leave, an employee will generally be reinstated to his or her position with equivalent seniority, benefits, pay and other terms and conditions of employment.

Retaliation and Discrimination Prohibited

The District strictly prohibits any form of retaliation or discrimination against an employee for attempting to use or using sick leave under this policy, and for any other reason prohibited by applicable law. Employees who believe they have been discriminated or retaliated against should report their concerns to Human Resources immediately.

Holidays

The District will grant the following days as holidays each fiscal year:

January 1st	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
June 19th	Juneteenth National
July 4th	Independence Day
1st Monday in September	Labor Day
November 11th	Veteran’s Day
Thursday in November appointed	Thanksgiving Day
Friday in November following Thanksgiving Day	Friday after Thanksgiving
December 24th	Christmas Eve
December 25th	Christmas Day

And every day agreed to by the District as the result of a general public holiday signed

into law by the President or Governor.

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.

Each employee is eligible for three and one-half days (3.5) floating holidays per fiscal year which may be taken subject to work schedules and operational requirements. 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. In the last pay period of a fiscal year unused floating holiday hours will be placed in the employee' vacation bank.

Vacation

Vacation hours are accrued from the date of hire, are prorated based upon a forty (40) hour work week and 26 pay periods annually. Each anniversary date employees' vacation accrual will be adjusted based upon the table below. Employees must have accrued hours accumulated in order to take vacation. An employee cannot take less than four (4) hours vacation.

Employees shall accrue vacation as follows:

Years of Service	Vacation Hours Accrued	Years of Service	Vacation Hours Accrued
0-1	80	10-11	152
1-2	88	11-12	160
2-3	96	12-13	168
3-4	104	13-14	168
4-5	112	14-15	176
5-6	112	15-16	176
6-7	120	16-17	184
7-8	128	17-18	192
8-9	136	18-19	200
9-10	152	19 and over	208

Vacation Accumulation

For employees, the total annual accrual shall not exceed the Vacation Days (Hours Accrued) associated with the employee's years of service shown in the Table above. All employees shall receive payment from the District for the amount of vacation that has been previously approved but subsequently not granted due to District needs and requirements. In lieu of receiving pay from the District, the employee may elect to carry that amount forward in excess of the maximum amount of accrued vacation balance if as a result of the employee being denied said vacation the employee exceeds his/her maximum accrued vacation balance. Any vacation carried forward as a result of being denied by the District must be taken within twelve (12) months or shall be paid by the District.

Vacation Balance

The vacation time bank balance shall not be maintained over four hundred (400) hours.

When an employee's current annual accrual results in the employee having a balance in excess of four hundred (400) hours, the employee will be paid as of June 30 each year for all excess hours over four hundred (400) hours. Should an Employee have more than 400 vacation hours as of June 30th and he/she has not used at least forty (40) hours of vacation in the prior twelve (12) 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 (16) hours of vacation in a fiscal year and as of June 30th has 553 hours of vacation accrued, then as of June 30th he/she will be paid for 129 hours of vacation (i.e., forfeits 24 hours of vacation). This buydown shall not count towards the maximum vacation redemption allowed below.

Vacation Redemption

(a) **Irrevocable Advance Election.** An election opportunity will be held each year in December for employees that have worked a minimum of five (5) years with the District, at which time such employees will have the opportunity to make an irrevocable election to cash-out vacation hours that are scheduled to accrue during January 1 through December 31 of the following year ("Accrual Period"). Employees may elect to make a one-time cash out of either forty (40) or eighty (80) hours of vacation time that will accrue during the Accrual Period, paid at the then current hourly wage rate. However, in order to receive the elected cash out, the electing employees must use a minimum of forty(40) hours of vacation during the Accrual Period and must have a minimum of forty (40) hours of accrued vacation remaining in his or her account after the payment is made.

Employees may not elect to cash-out vacation hours that have already been accrued at the time of the election. An employee must submit a new election form for every period in which he or she wishes to cash-out vacation hours accruing in a subsequent period. Due to IRS regulations, elections will not carry over from one period to the next. The election form will be made available in December by Human Resources.

The elected cash-out for the Accrual Period will be paid concurrently with the first pay date following the end of the Accrual Period. If vacation hours that accrued during the Accrual Period are less than the amount elected by an employee, the District will adjust the election accordingly.

(b) **Unforeseen Emergency.** Employees who experience an unforeseen emergency may be permitted to make a new irrevocable election and redeem accrued 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" means 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 CEO & Port Director, or his/her designee, at his/her sole discretion. The denial of a request under the unforeseen emergency provision is not subject to any appeal by the employee.

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.

Payment upon Retirement or Termination

Employees who terminate their employment or are terminated shall be paid the hourly equivalent of their salary for each hour of earned unused vacation carried on the District's records. Payment shall be based upon the salary in effect on the last day actually worked or spent on authorized leave. The hourly equivalent of salary shall be calculated by dividing the employee's annual salary by 2,080 hours.

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 0.5 FTE accrues ½ the vacation time of the full-time equivalent position.

Vacation Usage

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

Time Balances

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

Performance Based Lump-Sum Salary Pay

For Fiscal Year July 1, 2024 – June 30, 2025, a one-time payment of 1.5% of each employee's annual base rate compensation (Employee's hourly rate on June 30, 2024, times 2080 hours, times 1.5%) shall be paid to each eligible employee if the Port experiences a 5% or greater increase in "Total Revenue" from fiscal year 2022/2023 to 2023/2024.

Employees hired after the start of the fiscal year shall receive the one-time payment on a pro-rated basis for that fiscal year.

Only those employees employed by the District on June 30 of the fiscal year shall be eligible for the one-time payment, provided they are still employed with the District on the date of disbursement.

The one-time payment will increase should the Port experience an increase in revenue from fiscal year 2022/2023 to 2023/20224 as noted below:

6% increase in revenue = 6% one-time payment

7% increase in revenue = 7% one-time payment

8% increase in revenue = 8% one-time payment

9% increase in revenue = 9% one-time payment

10% increase in revenue = 10% one-time payment

Such payment will be paid with the pay period that follows Board approval of this Resolution, or upon receipt of the District's annual Audit from its Auditing firm, whichever occurs later. By way of example, The Port's 2023 Annual Comprehensive Financial Report, ACFR on page 43 (See Exhibit "D") reported "Total Revenue" of \$31,527,187 and \$27,744,581 for fiscal years ended June 30, 2023 and 2022 respectively, representing a 13.61% increase. $\$3,782,606 \div \$27,744,581 = 13.61\%$

5. 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 three (3) months from the date of death. Immediate family shall consist of spouse, registered domestic partner, as defined in paragraph 13 (e), and whether natural, foster, step, adopted or court appointed legal guardianship, the employee's parents, grandparents, brothers, sisters, children, grandchildren of the employee or the spouse, or of any other significant person who maintains a spouse-like relationship with the employee.

If the employee needs to take more than 40 hours of bereavement leave, and requests to take those additional hours/days, the employee must use their accrued leave, to the extent available. If no accrued leave is available, those additional hours/days of bereavement leave shall be unpaid.

6. MILITARY LEAVE

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

7. TUITION REIMBURSEMENT

The District shall provide tuition reimbursement to regular employees for formal education subject to the following conditions:

1. The course must relate specifically to the employee's job or assist the employee to prepare for promotion or transfer opportunities within the District.
2. The employee shall receive advanced written approval from the CEO & Port Director.
3. The course must be taken during off duty hours.
4. The employee must receive a passing grade.

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

The reimbursement will cover tuition within the limits prescribed and necessary course material only. The District shall reimburse only the actual costs which shall not exceed the California State University Channel Islands' in-state tuition schedule. Any additional tuition cost must be borne by the employee.

Course materials paid for by the District either directly or by reimbursement shall become property of the District. This provision may be waived by the District in writing on a case-by-case basis.

To receive reimbursement, the employee must file a claim within thirty (30) days of receipt of a passing grade. Reimbursement will be made within thirty (30) days of the submission

and approval of the claim.

All regular employees not covered by the MOU are entitled to an additional 25% above the California State University system schedule and a broader selection of course work.

Repayment Terms

Employee agrees to remain employed by District for thirty-six (36) months after the completion of education of approved requested tuition reimbursement. Employee will repay the following pro-rated share of funds paid by the District for tuition and course materials ("Repayment Expenses") related to any and all tuition reimbursement for each triggering event period:

A. If employee voluntarily leaves employment within twelve (12) months from the completion of the education cost having been reimbursed to employee, employee must repay 75% of the total Repayment Expenses that have been incurred at the time of employee's termination of employment.

B. If employee voluntarily leaves employment between thirteen (13) and twenty-four (24) months from, of the education cost having been reimbursed to employee, employee must repay 50% of the total Repayment Expenses that have been incurred at the time of Employee's termination of employment.

C. If employee voluntarily leaves employment between twenty-five (25) and thirty-six (36) months from, of the education cost having been reimbursed to employee, Employee must repay 25% of the total Repayment Expenses that have been incurred at the time of employee's termination of employment.

Method of Repayment

Repayment Expenses must be repaid in full by employee's last date of employment with District. Employee may satisfy this Agreement by making a cash or check payment to the District.

8. MYLIFE ADVISORS

Active employees are eligible to participate in the District arranged MyLife Advisors This program makes available confidential, professional assistance to participants and their families by providing assessments of treatment needs, grief counseling, referrals to appropriate types of treatments, interface with external sources and appropriate follow-ups. Participation in the MyLife Advisors is voluntary, and program is sponsored by ADP.

The District will have no information about an employee's participation in the MyLife Advisors without the employee's written permission except as required by law. Legally required exceptions include threat or harm to oneself or another.

9. SUPPLEMENTAL INSURANCE PROGRAMS

Active employees are eligible to participate in a District arranged Voluntary Supplemental Insurance Program offered through AFLAC. The supplemental insurance program is designed to help supplement primary health plans by providing directly to participating individuals cash benefits, unless they choose otherwise, to cover expenses such as deductibles, out- of-pocket expenses and loss of earning power.

Participation in any of the supplemental insurance plans is voluntary and solely paid by the participating employee. Individuals can purchase supplemental insurance on a pre-tax payroll deduction basis up to the annual maximum announced by IRS. Premium rates

are based on the type of coverage selected. Many of the plan's pay wellness benefits to the policyholder and their families.

10. DEFERRED COMPENSATION PROGRAMS

The District shall maintain the CalPERS 457 plan for employee's choice and voluntary participation. The District will provide an employer match of \$150.00 per pay period for any employee who voluntarily contributes at least \$150.00 per pay period to the CalPERS 457 Deferred Compensation Plan. Employees may also choose to voluntarily contribute to the CalPERS Roth 457 Plan; however, the District does not provide an employer match for contributions to the CalPERS Roth 457 Plan.

Employees who are participating in the CalPERS 457 Deferred Compensation Plan will be eligible to make loans from their accounts.

11. CONTINUATION OF MEDICAL INSURANCE BENEFIT COVERAGE FOR SURVIVORS (PRE-RETIREMENT DEATH)

An additional District death benefit is available to the surviving spouse upon the death of a District employee subject to the terms in this section. If the surviving spouse does not qualify as an annuitant, as that term is defined under Section 22760(b) of the Government Code, this benefit shall be provided in the form of paid medical insurance premiums at a rate to be determined on the basis of the deceased employee's length of service with the District in accordance with the table below.

Length of District Service	Date of Hire Prior to July 1, 2008 Percentage of Medical Insurance Premiums Paid by District*	Date of Hire After July 1, 2008 Percentage of Medical Insurance Premiums Paid by District*
5 Years	50	0
6 Years	60	0
7 Years	70	0
8 Years	80	0
9 Years	90	0
10 Years or more	100	50
15 Years	100	100

If the surviving spouse qualifies as an annuitant, as that term is defined under Section 22760(b) of the Government Code, the surviving spouse shall be eligible to receive a retiree health benefit from the District of up to \$2,350 per month towards the cost of a CalPERS health plan in which the surviving spouse enrolls. This benefit shall be paid directly to CalPERS on behalf of the surviving spouse. The surviving spouse shall be responsible for any premium cost in excess of the foregoing benefit. The foregoing table shall not apply in this case.

*District paid percentage of medical insurance premium is subject to the maximum monthly contribution the amount of which is fixed at the date of retirement or death.

The District shall continue to pay the dental and vision benefits for the surviving spouse as noted above.

12. VESTED RIGHTS

Nothing in this Resolution shall be deemed to alter or change the rights to health and welfare benefits for non-represented employees, retired employees, whose rights to such benefits have vested prior to the adoption of this Resolution.

13. DEFINITIONS

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

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

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

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

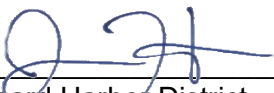
DOMESTIC PARTNER: Means person of the same or opposite gender who either can provide documentation of registration of the Domestic Partner relationship pursuant to a state, county, or municipal provision, or can meet the following qualifications:

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


EFFECTIVE DATE

This Resolution shall become effective upon its adoption and shall supersede Resolution No. 1291 as amended

APPROVED, ADOPTED AND SIGNED this 18th Day of September, 2024.



Oxnard Harbor District
Board of Harbor Commissioner
Jason T. Hodge, Secretary



Oxnard Harbor District
Board of Harbor Commissioner
Celina L. Zacarias, President

Exhibit "A"

Oxnard Harbor District - Port of Hueneme

NON-REPRESENTED

Administration MIN | MAX Salary Tables

4% COLA Effective the First Full Pay Period after July 1, 2024

CLASSIFICATION	MIN	MAX
EXECUTIVE	\$ 256,066	\$ 430,561
DEPUTY	\$ 179,909	\$ 306,152
CHIEF	\$ 153,738	\$ 278,320
DIRECTOR II	\$ 126,367	\$ 189,066
DIRECTOR I	\$ 116,735	\$ 174,655
MANAGER III	\$ 113,245	\$ 166,438
MANAGER II	\$ 101,111	\$ 148,606
MANAGER I	\$ 86,276	\$ 126,782
REPRESENTATIVE II	\$ 78,895	\$ 120,309
REPRESENTATIVE I	\$ 71,723	\$ 109,372
ANALYST II	\$ 78,895	\$ 120,309
ANALYST I	\$ 71,723	\$ 109,372
SPECIALIST II	\$ 70,358	\$ 107,287
SPECIALIST I	\$ 67,059	\$ 99,871
AIDE	\$ 67,059	\$ 94,019
TECHNICIAN II	\$ 67,059	\$ 91,073
TECHNICIAN I	\$ 67,059	\$ 82,794