

RESOLUTION NO. 1314

**RESOLUTION OF THE BOARD OF HARBOR COMMISSIONERS
OF THE OXNARD HARBOR DISTRICT
ADOPTING THE FISCAL YEAR 2025-2027 MEMORANDUM OF
UNDERSTANDING
BETWEEN THE OXNARD HARBOR DISTRICT
AND THE
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721**

The Board of Harbor Commissioners does hereby adopt the fiscal year 2025-2027 Memorandum of Understanding between the Oxnard Harbor District and the SEIU Local 721 as ratified by the employees and incorporated herein by reference.

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



Celina Zacarias, President
Board of Harbor Commissioners
Oxnard Harbor District

ATTEST:



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

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
OXNARD HARBOR DISTRICT
AND THE
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Commencing July 1, 2024 and expiring June 30, 2027

July 1, 2024 to June 30, 2027
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 (District), and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721 ("SEIU Local 721") collectively referred to as "the Parties," on behalf of the employees occupying the job classifications as set forth in Exhibit "A," which is attached hereto.

ARTICLE 1.01 TERM OF AGREEMENT

This MOU is effective as of July 1, 2024 and expires June 30, 2027 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 SEIU Local 721. Unless specifically provided in this MOU, 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 the parties' joint recommendation 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 Local 721 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 certain provisions already contained in existing resolutions, and policies of the District on matters pertaining to employer-employee relations. Therefore, it is the parties' intent that the recommendations set forth in this MOU 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

SEIU Local 721 is hereby recognized as the exclusive recognized employee organization for those employees occupying the job classifications identified in Exhibit "A". SEIU

Local 721 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 Local 721 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 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, the employee's seniority shall be determined by the employee's most recent date of hire.

ARTICLE 1.06 MANAGEMENT RIGHTS

A. The parties 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 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 from employment 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 the 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 retains its rights to operate in a manner commensurate with emergency or disaster procedures. The District also retains its rights to amend, modify, or suspend certain policies and practices, including those outlined in this MOU 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. SEIU Local 721 agrees that should the law change to prohibit the rounding of work time, this provision will be null and void.

The standard work period for all unit members shall consist of seven 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 to 1530 hours. 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 15-minute rest periods and one 30-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-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 designated watches are as follows:

- WATCH #1 – 2130 to 0730 hours daily (The first two and one-half hours of the watch on the previous day are 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 15 hours in any 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 1st following the selection. If two 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 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 Monday 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 receive two 15-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 15-minute rest period.

Harbormasters I/II receive a 30-minute on-duty meal period as a Harbormaster I/II may be called to perform work during the meal period.

If a Harbormaster I/II works more than 10 or 12 hours (depending on whether they work an eight or ten-hour schedule), a second 30-minute on-duty meal period shall be scheduled. The second meal break may be waived by mutual written 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, with a maximum duration of two weeks per change. The Facilities Supervisor is entitled to two 15-minute rest periods and one 60-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 of Tuesday-Friday. The District has the discretion to change or modify the work schedule (hours of work and/or days of work) twice per year with a maximum duration of two weeks per change. The Lead Facilities Technician is entitled to two 15-minute rest periods and one 30-minute unpaid meal period each workday as scheduled by the Facilities Supervisor.

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 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 times a year to provide coverage on Saturdays for special projects, provided that the District gives the employees 14 days' notice of the change. This change will not result in overtime payment unless the employee exceeds 40 hours of compensation in the work period.

4. MAINTENANCE TECHNICIAN

The standard work schedule for the Maintenance Technician is Monday through Friday from 0400-1230 hours.

The District may adjust employee work schedules up to two times a year to provide coverage on Saturdays for special projects, provided that the District gives the employees 14 days' notice of the change. This change will not result in overtime payment unless the employee exceeds 40 hours of compensation in the work week.

5. CUSTODIAN

The standard work schedule for the Custodian is Monday through Friday from 0900 - 1730 hours.

The District may adjust employee work schedules up to two times a year to provide coverage on Saturdays for special projects, provided that the District gives the employees 14 days' notice of the change.

6. GROUNDSKEEPER

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

The District may adjust employee work schedules up to two times a year to provide coverage on Saturdays for special projects, provided that the District gives the employees 14 days' notice of the change.

7. REST AND MEAL PERIODS

The Facilities Maintenance Unit employees receive two 15-minute rest periods per shift/watch. The first rest period typically is scheduled two hours into the shift/watch and the second rest period is typically scheduled approximately two hours prior to the end of the shift/watch. Rest periods cannot be combined, nor can they be used at the beginning or end of a shift/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 15-minute rest period.

The Facilities Maintenance Unit employees, with the exception of the supervisor, receive a 30-minute unpaid meal period, and if called to perform work during the meal period, shall clock back in. The unpaid meal period should begin within five 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, who is also subject to being called to perform work during the meal period, receives a 60-minute unpaid meal period, but should clock back in.

If a Facilities Maintenance Unit employee works more than 10 or 12 hours (depending on whether they work an eight or ten-hour schedule), a second 30-minute unpaid meal period shall be scheduled. The second meal break may be waived by mutual written agreement of the employee and his/her supervisor.

C. OFFICE CLERICAL UNIT

The employees in the Office Clerical Unit work Monday - Friday 0800 - 1700 hours. 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 receive two 15-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 15-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 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

The District may hire part-time employees 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 their Supervisor, to trade shift/watch 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.
- b. The employees requesting the trade must submit a written request to their Supervisor at least three days prior to the first part of the trade. The written request must contain the specific dates, times, names and signatures of all employees involved. Approval will only be considered for specific dates, i.e. no open-ended trades.
- c. Provided the written request complies with the criteria set forth in G(a) above, the employees' Supervisor will approve the trade.
- d. Employees should identify their trade days 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. A notation on the Timesheet within ADP 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 to work unexpectedly) and voluntarily agrees to do so, the employee shall be paid for not less than four hours of work, even if the employee is required by the District to work less than four 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.

For purposes of calculating the four-hour minimum, the call-back hours shall begin upon arrival at the District and shall require the employee use a Fleet vehicle and not a personal vehicle. However, if the employee lives in Ventura County, and receives approval to take a District Vehicle home because they have to deliver supplies for an event set-up, then the employee shall be paid for the time spent leaving their home to the event. The

employee shall not be paid for the time spent commuting from the District to their home with the District vehicle.

The employee shall not use the District vehicle for personal purposes and shall not allow others to use the District vehicle. An employee who is authorized to take a District vehicle home must ensure that the District vehicle is housed in a secure location (e.g., garage, driveway, designated street parking). Employees who live outside of Ventura County shall not be allowed to bring a District vehicle home.

Employees in the classifications of 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 workday (Watch #2) which begins at 0700 hours. The employee is unexpectedly called to return to work and begin working at 0500 hours. The employee works from 0500-0700 hours and is paid time and a half for the hours worked. At 0700 hours, 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 which is pay for time that is not actually worked, 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 call back minimum when responding to a call back and returning to work.

Harbormaster, Facilities Supervisors and Lead Facilities Technician who perform after-hours work (i.e., respond to phone calls or call employees back to work) receive a minimum call-back amount of 30-minutes, regardless of the number of calls in those 30 minutes; this 30-minute minimum applies for any subsequent calls. If any call exceeds 30 minutes then the employee is 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, if applicable. Specifically, employees must clock in at the start of their workday 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 workday.

Employees who leave during the workday for an approved leave and then return to work during the same workday 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 or 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 times their current 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 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 (CTO) in lieu of pay for overtime at the rate of one and one-half hours for each hour actually worked, to be accumulated up to a maximum of 100 CTO hours (or approximately 66 hours of overtime) during a fiscal year. Employees may elect to accrue CTO (up to the 100-hour 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 CTO balances shall be reduced to no more than 40 hours and all excess CTO hours accumulated shall be paid off based on the hourly straight time wage rates then prevailing. Employees shall elect CTO in lieu of overtime by indicating that election with a note on their timesheet. A "fiscal year" is the period from July 1 of one calendar year through June 30 of the next calendar year.

An employee who separates from the District, either voluntarily or involuntarily, shall be paid their accrued CTO with their final paycheck.

**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. Should the District propose changes to said administrative policy that would have a material effect on matters within the scope of representation, the District shall notify SEIU Local 721 of the proposed changes and provide SEIU Local 721 with a reasonable opportunity to 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.

SEIU 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 SEIU Local 721 and employee 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 SEIU 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 SEIU Local 721 and employee Stewards within 14 calendar days of such adoption, or on a later date based on mutual agreement. 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 SEIU Local 721 and employee Stewards or designated members on matters affecting 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 Labor/Management Committee at least 24 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, the invalidation of that portion of this MOU shall not invalidate the MOU's remaining portions, which shall remain in full force and effect.

ARTICLE 1.11 SALARIES AND WAGES

A. SALARY RANGE

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

Effective the first full payroll after July 1, 2024, the salary range of each classification will be increased by 4.0%.

Effective the first full payroll after July 1, 2025, the salary range of each classification will be increased by the April 2024 to April 2025 All Urban Consumer Price Index for LA-Long Beach-Anaheim California with a minimum of a 2% increase and a maximum of a 3.5% increase.

Effective the first full payroll after July 1, 2026, the salary range of each classification will be increased by the April 2025 to April 2026 All Urban Consumer Price Index for LA-Long Beach-Anaheim California with a minimum of a 2% increase and a maximum of a 3.5% increase.

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 as reflected in the employee's performance evaluation.
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 90 days of employment. This initial evaluation shall not result in a salary increase.
 - b. Evaluations shall be presented to the employee approximately 30 days prior to an employee's anniversary/hire date or promotional date, unless an extension is granted by the CEO & Port Director or designee. 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 or more assessment categories of the Employee Evaluation Report attached as Exhibit “C”.
 - c. If an employee is denied a salary increase, the employee will be given 90 days to correct the situation. At the end of the 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 5% 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 seven years of service in the level I classification, receive their next performance evaluation with exceeds or meets expectations ratings and no needs improvement, will be promoted to the level II classification. With the promotion, the employee will receive the salary increase provided in the MOU.
 10. Effective the first full pay period after July 1, 2024, employees in the Harbormasters and Facilities Technician classifications who are not currently placed in the pay level bracket that corresponds to their actual years of service in the classification, will have their pay level bracket adjusted as set forth in Exhibit “H.” Following that one-time pay level adjustment, the District will then apply the cost-of-living adjustment effective the first full pay period after July 1, 2024, to those rates.

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 \$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.

F. SHIFT DIFFERENTIAL

Harbormaster's I/II who are regularly assigned (i.e., selected and scheduled to work for 12 months) to work Watch #1 (2130-0730 hours) will receive 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 & Port Director 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, 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 under this agreement 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 2023/2024 to 2024/2025 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 MOU, 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 "H") 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. $\$3,782,606 \div \$27,744,581 = 13.61\%$

In each subsequent fiscal year of this agreement, through the fiscal year ending on June 30, 2027, 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 15th or upon receipt of the District's annual Audit from its auditing firm, whichever occurs later.

I. SUPERVISORY AND LEAD DIFFERENTIAL

A person occupying a supervisory or lead position shall receive compensation at a rate of at least five percent (5%) above the base hourly rate of pay/salary rate of any of his/her subordinates, but in no event shall the differential result in compensation that exceeds the max range for the classification.

ARTICLE 1.12 ACCESS TO PREMISES

Reasonable access to employee work locations shall be granted to shop stewards 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 shop stewards 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:

1. SEIU Local 721 representatives shall post union materials only on the bulletin boards.
2. SEIU Local 721 shall provide the CEO & Port Director copies of the materials that are posted on the bulletin boards.
3. 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 District shall provide SEIU Local 721 written notice of new employee orientations, which will be attended by employees eligible for representation by SEIU Local 721 [no matter how few participants, and whether in person or online] at least ten 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 Local 721 shall be permitted to make a presentation of up to 30 minutes, and present written materials, including but not limited to current SEIU Local 721 membership and COPE forms, as well as the contact information of SEIU Local 721 representatives. No representative of management shall be present during SEIU Local 721's presentation. Release time shall be granted for one employee steward to participate in the new employee orientations. "New hires" shall be defined to include any employee new to the bargaining units represented by SEIU Local 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 in this article.

The District reserves the right to replace a worker if an employee retires, resigns, is terminated, or is 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 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 meeting will be scheduled 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 or more regular employees to be affected is the same date, then special skills and abilities will be the primary factors the District considers in selecting which employee will be retained.

ARTICLE 1.16 PERSONNEL FILES AND AVAILABILITY OF DATA

A. PERSONNEL FILES

Every employee has the right to inspect the contents of his/her personnel file or may designate in writing an SEIU Local 721 representative to inspect the file. As specified under the State of California Labor Code Section 1198.5, the District shall make the contents of those personnel records available to the employee at reasonable intervals and at reasonable times. The review of personnel files shall not apply to 1) records relating to the investigation of a possible criminal offense, 2) letters of reference, and 3) ratings, reports or records that were obtained prior to the employee's employment. No material relating to performance appraisal, letters of reprimand and accommodation, or disciplinary action shall be placed in the personnel file of an employee without the employee first being given an opportunity to read such material. The employee shall acknowledge that he/she has read such materials by affixing his/her signature on the

material to be filed with the understanding that, although such a signature indicates acknowledgment, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in his/her personnel file with an appropriate notation by the person filing it.

B. AVAILABILITY OF DATA

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

1. 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.
2. 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.
3. Records pertaining to litigation to which the District is a party or claims or appeals that have not been settled.
4. Records pertaining to an internal investigation involving active, former, retired or deceased District employees.
5. 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 DEDUCTIONS, COPE & INDEMNIFICATION

A. DUES DEDUCTIONS

The District will honor employee authorizations for dues deduction as required by provisions of the Government Code. The authorization will be maintained by SEIU Local 721.

Each pay period, the District shall send to SEIU Local 721 a list of all employees in the bargaining unit including: each employee's first name, middle initial, last name; employee identification number; employee hire date; employee job classification; employment status (e.g., active, on leave of absence, etc.); work status (e.g., full time, part time); annual base salary amount; base salary earned per pay period; hourly rate; salary step (if applicable); and total hours worked in the pay period. This information shall be sent in Excel format to dues@seiu721.org within five business days of each payday.

Each pay period, SEIU Local 721 shall provide the District with an "authorized deduction report," which includes bargaining unit members who have authorized the deduction of SEIU Local 721 dues, COPE and other deductions and the deduction amounts. The District shall make the dues and other applicable deductions from the employees' paychecks and issue a check to SEIU Local 721 within five business days of each payday. The District shall also provide the breakdown of each amount remitted (i.e., Dues, COPE, Supplementary Benefits, etc.) in Excel format to dues@seiu721.org within five business days of each payday.

B. COMMITTEE ON POLITICAL EDUCATION (COPE)

Employees may make voluntary contributions to SEIU Local 721's registered political action committees. The District shall make the deduction of the voluntary contributions in the same manner as the dues deductions process. Every pay period SEIU Local 721 will notify the District with a list of employees and the appropriate deduction amount of the

“authorized deduction report” of the employees who have signed an authorization for the COPE deduction. Employees may discontinue voluntary political deductions by providing notice of cancellation to SEIU Local 721 via email to dues@seiu721.org, and SEIU Local 721 shall transmit such notice of cancellation to the District by the next full pay period cycle.

C. INDEMNIFICATION

SEIU Local 721 agrees to indemnify and hold the District harmless from any liability of any nature, which may arise as a result of the application of provisions of this Article.

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.

B. MATTERS SUBJECT TO GRIEVANCE PROCEDURE

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 calendar days from the date the alleged grievance occurs, or within ten 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 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 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 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 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 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 15 calendar days, an arbitrator shall be selected from a list of five arbitrators obtained from the State Mediation and 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 eligible to take 40 hours or five days, whichever is greater, off from work as bereavement leave, provided the employee has been employed for at least 30 days prior to the commencement of the leave. For employees who have been employed less than 30 days, the District may grant paid bereavement leave upon written approval of the CEO and Port Director. The District shall pay the employee a maximum of 40 hours of bereavement leave with full pay. These days, if requested, must be taken within 90 days from the date of death, however, the days of bereavement leave need not be consecutive.

If the employee is entitled to take more than 40 hours of bereavement leave, and requests to take those additional hours/days to which the employee is entitled, 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.

Immediate family shall consist of spouse, registered domestic partner, parents (including foster parent or stepparent), grandparents (including great-grandparent), siblings, children (including foster child, ward, or stepchild), spouse's parents, spouse's siblings, children's spouses, parent's siblings, grandchildren (including great-grandchildren) of the employee or the spouse, or of any other significant person who maintains a spouse-like relationship with the employee. The District may require that employees submit supportive documentation of the need for bereavement leave within 30 days of the employee's first day of bereavement leave.

The District may provide additional bereavement leave upon request on a case-by-case basis, subject to CEO & Port Director's or designee's written approval. An employee who requests and is granted bereavement leave beyond the initial 40 hours or five days must utilize any accrued leave for those additional days/hours, if available.

B. CATASTROPHIC LEAVE DONATION

During the term of this agreement, the District agrees to develop an 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	– Presidents' Day
March 31st	– César Chávez Day
Last Monday in May	– Memorial Day
June 19	– Juneteenth
July 4th	– Independence Day
1st Monday in September	– Labor Day
November 11	– Veterans 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 employee's vacation bank exceeds 400 hours. A newly hired employee shall accrue one Floating Holiday per each 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 hours, or ten 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 workday is eight hours per day will receive eight hours of straight time pay. An employee whose normal workday is ten hours per day will receive ten 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 45 days of the designated holiday. Employees who do not use the holiday within the 45 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 15 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 workday must report for work as soon as possible if released with two or more hours remaining in the workday.

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 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 96 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 workdays will provide a doctor's note verifying the need for the absence to the District upon return to work.

Effective the first full pay period following Board approval, all active employees hired before January 2022, will be granted 80 hours of "Covid Essential Worker Pay" calculated at an average salary rate of all active employees within the unit who were employed by the District as of December 31, 2021, and who are still currently employed with the District.

2. MAXIMUM BALANCE

The maximum allowable sick leave balance should not exceed 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 900 hours as of June 30 each year, he/she shall receive a cash payment of 50% of his/her hours over the maximum and shall have his/her sick leave balance reduced to 900 hours.
- b. An employee with five 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 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.

1. 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.

2. VACATION ACCUMULATION

When an employee's current annual accrual results in the employee having a balance in excess of 400 hours, and the employee has used (taken time off) for at least 40 vacation hours, the employee will be paid with the pay period that includes June 30 each year for all excess hours over 400 hours. Should an employee have more than 400 vacation hours as of June 30th and he/she has not used at least 40 hours of vacation in the prior 12 months, 40 hours of vacation will be forfeited prior to payment for any remaining excess hours (as applicable).

For example, an employee who only uses 16 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.

3. VACATION REDEMPTION

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

- a. The employee must have used 40 hours of vacation during the 12 months prior to payment.
- b. The irrevocable vacation redemption election must be requested in an amount not to exceed 80 hours and will be paid out at the employee's hourly wage rate (at the time of payment).
- c. In order to receive vacation redemption, the employee must have a minimum balance of 40 hours of accrued vacation remaining at the time the payment is made.
- d. The vacation redemption payment will be made with the first pay period in December.
- e. 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" means a severe financial hardship to the employee resulting from an illness or accident of the employee, the employee's 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 Local 721.

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 2024 will be for the December 2025 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 half 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 two thousand three hundred fifty dollars (\$2,350.00) 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 \$450.00 per month.

D. DENTAL INSURANCE

1. Regular employees may enroll in a dental plan offered by the District. The District will contribute 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 30 years of service and have reached the age of 50 at the time of retirement, or with 15 years of service and have reached the age of 55 at the time of retirement, or with ten years of service and have reached the age of 62 at the time of retirement, the District shall pay 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 100% of the premiums for the employee, employee’s spouse and employee’s eligible dependents for the vision plan approved by the Board of Harbor Commissioners.
2. For retired employees who retire with 30 years of service and have reached the age of 50 at the time of retirement, or with 15 years of service and have reached the age of 55 at the time of retirement, or with ten years of service and have reached the age of 62 at the time of retirement, the District shall pay 100% of the premium for the retiree, retiree’s spouse and retiree’s eligible 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 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 five years' service with the District, shall be \$50,000 if eligible. For employees who have at least five 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 30 years of service and have reached the age of 50 at the time of retirement, or with 15 years of service and have reached the age of 55 at the time of retirement, or with ten years of service and have reached the age of 62 at the time of retirement, the District shall pay 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 results 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, and may be in any amount, up to the maximum limit set by the IRS. The employee can elect to contribute to the 457-plan subject to plan limits. Should the employee contribute at least \$150.00 per pay period, the District will match the \$150.00 contribution; the employee can elect to contribute more or less than \$150.00 per pay period, and the District will match the employee's contribution, but the District's match shall be capped at \$150.00, even if the employee contributes more than \$150.00.

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 2024, this amount is 7.75% and is subject to change.

The District shall also provide the following retirement benefits:

1. Improved Non-Industrial Disability Allowance (§21427)
2. Pre-Retirement Optional Settlement 2 Death Benefit (§21548)
3. "Final Compensation" – Three Years (§20037)
4. 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 \$2,350 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 Local 721 bargaining unit 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-represented District employees. The District reserves the right to change those benefit provisions in the Non-represented 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 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-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 to their supervisor or department head as soon as possible any on-the-job injuries and illnesses of any kind as well as any type of violent threat or actual violence.

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 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) and accessories (socks, soles, laces, etc.) (not to exceed \$325.00)
 - 2 — Long sleeve shirt

- 3 – Short sleeve shirt
- 4 Pair – Trousers
- 1 – Heavy jacket (Removable Lining)
- 4 – T-shirts

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) and accessories (socks, soles, laces, etc.), as needed (not to exceed \$325.00)
- 3 Pair – Coveralls/Overalls (worn in compliance with safety protocols)
- 5 – Long/short sleeve shirt
- 5 Pair – Trousers (Facilities Supervisor may have cargo pants)
- 1 – Jacket (Carhartt or similar)
- 4 – T-shirts (Facilities Supervisor may also have polo/t-shirts)

All unit members, excluding clerical employees, 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 \$60.00)

Harbormaster, I/II, Lead Facilities Technician, Facilities Technician, I/II, Maintenance Technician, Custodian and Groundskeeper are eligible for a reimbursement up to \$70 dollars once in a 12-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 days of purchase to be eligible for reimbursement. Employees may be reimbursed once in a 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 workplace 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.

Employees shall return all leased uniforms and all District equipment to the District upon separation.

The District shall provide laundry service for all District mandated uniforms. The maximum service per employee will be four uniforms per week.

ARTICLE 1.32 WORK OUTSIDE OF ASSIGNED CLASSIFICATION

A. An employee temporarily assigned to a higher job classification, performing higher level duties outside their job description and performing regularly in that capacity to fill a vacancy caused by extended (more than 1 consecutive day) sick leave, vacation, or any other reason, shall be paid fully at the minimum salary range 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 and shall identify the higher-level duties the employee has been assigned to perform.

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 performing the higher-level duties and shall be entitled to receive salary 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 the 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 30 days of receipt of a passing grade or completion of the program. Reimbursement will be made within 30 days of the submission and approval of the claim.

ARTICLE 1.36 TRANSPORTATION WORKER IDENTIFICATION CARD

Employees 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 property of the employee and can only be confiscated in compliance with the law by the United States Coast Guard (USCG) or the Transportation Security Administration (TSA).

ARTICLE 1.37 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: 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: A biological, foster, or adoptive parent, a stepparent, or legal guardian.

REGISTERED DOMESTIC PARTNER: A person of the same or opposite gender who can provide documentation of registration of the Domestic Partner relationship pursuant to a state, county or municipal provision.

ARTICLE 1.38 DISCIPLINE

The Parties agree that they will meet and confer about proposed updates to the District's Discipline Policy.

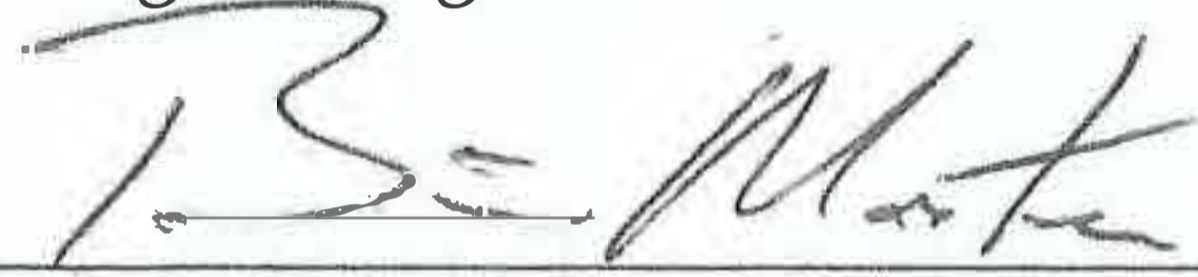
SEIU LOCAL 721



Aram Agdaian, SEIU 721
Chief Negotiator



Lauren Shields, SEIU 721
Negotiating Team Member



Brian Master, SEIU 721
Negotiating Team Member



Mike Sitler, SEIU 721
Negotiating Team Member

OXNARD HARBOR DISTRICT



By: _____
Celina Zacarias, President



By: _____
Jason F. Hodge, Secretary

EXHIBIT "A" BARGAINING UNIT CLASSIFICATIONS

Fiscal Years: 2024 to 2027

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

Clerical Unit:

1. Administrative Assistant
2. Receptionist

Facilities Maintenance Unit:

1. Facilities Supervisor
2. Lead Facilities Technician
3. Facilities Technician, I/II
4. Maintenance Technician
5. Custodian
6. Groundskeeper

Harbormaster Unit:

1. Harbormaster Supervisor
2. Harbormaster, I/II

EXHIBIT "B": SALARY TABLES

Salary Schedule 2023/2024

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	\$ 49,345	\$ 77,474
Custodian	\$ 49,345	\$ 77,474

1st Year: Effective First Full Pay Period Following Board Approval of MOU

POSITIONS:	MIN	MAX
Facilities Supervisor	\$ 86,683	\$ 135,167
Harbormaster Supervisor	\$ 86,683	\$ 135,167
Lead Facilities Technician	\$ 78,131	\$ 121,832
Facilities Technician II	\$ 89,389	\$ 108,779
Harbormaster II	\$ 89,389	\$ 108,779
Maintenance Technician	\$ 58,611	\$ 91,394
Facilities Technician I	\$ 58,000	\$ 85,132
Harbormaster I	\$ 58,000	\$ 85,132
Administrative Assistant	\$ 63,549	\$ 82,917
Receptionist	\$ 49,878	\$ 65,079
Groundskeeper	\$ 51,319	\$ 80,573
Custodian	\$ 51,319	\$ 80,573
Min-Max Adjusted -4.0%		

Effective First Full Pay Period Follows 7/1/2025

POSITIONS:	MIN		MAX	
	2.00%	3.50%	2.00%	3.50%
COLA % (2% ~3.5%)				
Facilities Supervisor	\$ 88,417	\$ 89,717	\$ 137,870	\$ 139,898
Harbormaster Supervisor	\$ 88,417	\$ 89,717	\$ 137,870	\$ 139,898
Lead Facilities Technician	\$ 79,694	\$ 80,866	\$ 124,268	\$ 126,096
Facilities Technician II	\$ 91,177	\$ 92,518	\$ 110,954	\$ 112,586
Harbormaster II	\$ 91,177	\$ 92,518	\$ 110,954	\$ 112,586
Maintenance Technician	\$ 59,784	\$ 60,663	\$ 93,222	\$ 94,593
Facilities Technician I	\$ 59,160	\$ 60,030	\$ 86,835	\$ 88,112
Harbormaster I	\$ 59,160	\$ 60,030	\$ 86,835	\$ 88,112
Administrative Assistant	\$ 64,820	\$ 65,773	\$ 84,575	\$ 85,819
Receptionist	\$ 50,876	\$ 51,624	\$ 66,381	\$ 67,357
Groundskeeper	\$ 52,345	\$ 53,115	\$ 82,184	\$ 83,393
Custodian	\$ 52,345	\$ 53,115	\$ 82,184	\$ 83,393
Min-Max Adjusted: 2%~3.5%				

Effective First Full Pay Period Follows 7/1/2026

POSITIONS:	MIN		MAX	
	2.00%	3.50%	2%	3.50%
COLA % (2% ~3.5%)				
Facilities Supervisor	\$ 90,185	\$ 92,857	\$ 140,627	\$ 144,794
Harbormaster Supervisor	\$ 90,185	\$ 92,857	\$ 140,627	\$ 144,794
Lead Facilities Technician	\$ 81,288	\$ 83,696	\$ 126,754	\$ 130,509
Facilities Technician II	\$ 93,000	\$ 95,756	\$ 113,173	\$ 116,527
Harbormaster II	\$ 93,000	\$ 95,756	\$ 113,173	\$ 116,527
Maintenance Technician	\$ 60,979	\$ 62,786	\$ 95,086	\$ 97,904
Facilities Technician I	\$ 60,343	\$ 62,131	\$ 88,571	\$ 91,196
Harbormaster I	\$ 60,343	\$ 62,131	\$ 88,571	\$ 91,196
Administrative Assistant	\$ 66,117	\$ 68,075	\$ 86,267	\$ 88,823
Receptionist	\$ 51,893	\$ 53,431	\$ 67,708	\$ 69,714
Groundskeeper	\$ 53,392	\$ 54,974	\$ 83,828	\$ 86,312
Custodian	\$ 53,392	\$ 54,974	\$ 83,828	\$ 86,312
Min-Max Adjusted: 2%~3.5%				

EXHIBIT C'': PERFORMANCE EVALUATION



HOURLY EMPLOYEE
PERFORMANCE EVALUATION REPORT

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

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

PERFORMANCE ASSESSMENT

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

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

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

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

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

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

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

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

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

OVERALL RATING

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

Supervisor Comments:

Supervisor Comments:

Supervisor Comments:

Supervisor Comments:

Supervisor Comments:

Supervisor Comments:

Supervisor Comments:

Supervisor Comments:

Supervisor Comments:



**HOURLY EMPLOYEE
PERFORMANCE EVALUATION REPORT**

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

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

EXHIBIT "D": 2023 ANNUAL COMPREHENSIVE FINANCIAL REPORT, ACFR

OXNARD HARBOR DISTRICT

Management's Discussion and Analysis (Unaudited)

For the Years Ended June 30, 2023 and 2022

FINANCIAL ANALYSIS OF THE DISTRICT (continued)

Total Revenues

Operating revenues:	June 30, 2023	June 30, 2022	Change	June 30, 2021	Change
Auto cargo	\$ 13,447,795	\$ 9,407,345	\$ 4,040,450	\$ 9,169,825	\$ 237,520
Fresh produce cargo	8,512,054	8,164,780	347,274	5,886,949	2,277,831
Offshore oil	586,213	312,036	274,177	374,116	(62,080)
Property management	3,026,114	2,611,273	414,841	2,240,679	370,594
Other operating income	3,077,143	4,749,171	(1,672,028)	2,739,223	2,009,948
Total operating revenues	28,649,319	25,244,605	3,404,714	20,410,792	4,833,813
Non-operating revenues:					
Investment earnings	842,002	(363,075)	1,205,077	35,127	(398,202)
Interest earnings – leveraged loan	-	-	-	47,326	(47,326)
Ventura County Railway Co., LLC	864,544	77,174	787,370	109,314	(32,140)
Purchase credit revenue	-	68,173	(68,173)	305,147	(236,974)
Harbor maintenance tax revenue	220,000	139,590	80,410	140,071	(481)
Gain from sale of capital assets	713,313	-	713,313	2,475,450	(2,475,450)
Loss on the disposal of capital assets	-	-	-	(906,760)	906,760
Covid fiscal recovery funds	-	2,544,287	(2,544,287)	-	2,544,287
Other non-operating revenues	238,009	33,827	204,182	34,067	(240)
Total non-operating revenues	2,877,868	2,499,976	377,892	2,239,742	260,234
Total revenue	\$ 31,527,187	\$ 27,744,581	\$ 3,782,606	\$ 22,650,534	\$ 5,094,047

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 2023 Comprehensive Annual Financial Report, CAFR on page 43 reported "Total Revenue" of \$31,527,187 and \$27,744,581 for fiscal years ended June 30, 2023 and 2022 respectively, representing a 13.6% increase.

EXHIBIT "E": JOB DESCRIPTIONS

POSITION TITLE: RECEPTIONIST

DEPARTMENT: ADMINISTRATION

BARGAINING UNIT: SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) Local 721

POSITION DESCRIPTION:

This classification performs routine Receptionist duties while learning District and departmental procedures. This position requires a degree of general administrative experience. Receptionists are responsible for applying knowledge of administrative principles and practices to a variety of assignments and reports to the Clerk of the Board/Office Manager.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

In addition to the Position Description the Receptionist will perform the following essential duties and related duties as may be assigned.

1. Office Operations:

- Copies documents for internal and external distribution.
- Receives all incoming mail, date stamps, and distributes accordingly.
- Maintains inventory, office supplies, and breakroom supplies.
- Operates and maintains office equipment, including printers, copiers, and fax machines.
- Types, formats, proofreads, edits, and routes correspondence, memoranda, lists, charts, reports, agreements, amendments, forms, fliers, bulletins, Purchase Orders, RFPs, RFQs, and other documents.
- Organizes and maintains various office files, electronically and in hard copies.
- Maintains reservations for the conference and training rooms; prepares Facility Use Permits, distributes for approval, confirms insurance requirements; and schedules for public use of District facilities.

2. Customer Service:

- Coordinates logistics for events and arranges and confirms meetings for department staff. Arrange and assist in meeting setup/cleanup and facilitate refreshments and catering.
- Professionally greets and screens visitors and telephone call, takes messages, or refers the caller/visitor to the proper person. Ensures guests have properly recorded their arrivals and departures from District facilities.
- Prepare TWIC Escort cards and maintain databases for all District staff and eligible Port operators and customers.

3. Leadership Peer Support:

- Prepares purchase requisitions, sends, receives, and routes documents for signature. Distributes to appropriate individuals and maintains records of purchase.
- May attend meetings to take notes and type minutes.
- Prepares marketing/promotional materials for sponsored events, tours, special guests, and upon request from the supervisor.
- Manages calendars for senior staff, including making appointments. May prepare travel and training requests, coordinate travel and other arrangements for conferences and business trips. May compile expense reports for travel, business trips, and credit card usage.

Qualifications:

- A sufficient combination of work experience, training, and/or education that demonstrates possession of and competency in requisite knowledge, skills, and abilities to perform the duties.
- Ability to establish and maintain cooperative and effective working relationships.
- Ability to communicate effectively and professionally with visitors, customers, and co-workers.
- Proficiency with personal computers, experience with various software programs for word processing and spreadsheets, ability to type at least 50 words per minute, and ability to operate all office equipment.
- Ability to maintain an organized filing system.
- Ability to operate a keyboard to enter data into a computer for extended periods and the ability to reach overhead, above shoulders, horizontally, and bend at the waist to update and maintain files.
- Ability to lift at least 25 lbs.

Licenses; Certificates:

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

Special Requirements:

Incumbents 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).

POSITION TITLE: ADMINISTRATIVE ASSISTANT

DEPARTMENT: ADMINISTRATION

BARGAINING UNIT: SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) Local 721

POSITION DESCRIPTION:

Under general supervision, this position may lead direction and training to Receptionist. This position is distinguished from the Receptionist by elevated level of responsibility, the greater complexity of assignments received, and ability to train. Administrative Assistant exercise a higher degree of responsibility for administrative duties and provide difficult and/or specialized office support to supervisory and professional staff within a variety of District departments. Receptionist reports to the Clerk of the Board/Office Manager.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

In addition to the Position Description the Administrative Assistant will perform the following essential duties and related duties as may be assigned.

1. Office Operations:

- Maintains inventory, office supplies, and breakroom supplies. Coordinates purchasing and supply ordering activities; contacts vendors; obtains the best terms and prices; arranges for delivery; and processes paperwork for payment.
- Receives all incoming mail, date stamps, and distributes accordingly.
- Operates and maintains office equipment, including printers, copiers, and fax machines. Arrange for the maintenance and repair of facilities and equipment; follow up to ensure that repairs have been completed.
- Establishes, manages, maintains, and updates confidential, subject, project, and specialized office databases, logs, indexes, and files; files documents; organizes and archives files and library items; assists staff in locating files and records electronically and in hard copies.
- Maintains reservations for the conference and training rooms; prepares Facility Use Permits, distributes for approval, confirms insurance requirements; and schedules for public use of District Facilities.
- Organizes own work, sets priorities, and meets critical deadlines.
- Prepares purchase requisitions, sends, receives, and routes documents for signature. Distributes to appropriate individuals and maintains records of purchase.
- Copies documents for internal and external distribution, sends, receives, and routes documents for signature.

2. Customer Service:

- Professionally greets and screens visitors and telephone calls. Provides information and handles issues that may require sensitivity and the use of sound independent judgment.
- Ensures guests have properly recorded their arrivals and departures from District facilities.
- Receives requests for information and complaints from the public and refers the request or complaint to appropriate staff.
- Prepare TWIC Escort cards and maintain databases for all District staff and eligible Port operators and customers.

3. Leadership Peer Support:

- Provide lead direction, training, and review of work of those in the Receptionist position and for interns assigned.
- Types, formats, proofreads, edits, and routes correspondence, memoranda, lists, charts, reports, agreements, amendments, forms, fliers, bulletins, Purchase Orders, RFPs, RFQs 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.
- 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, and permits.
- Coordinates logistics for events and arranges and confirms meetings for department staff.
- Arrange and assist in meeting setup/cleanup and facilitate refreshments and catering.
- Prepares marketing/promotional materials for sponsored events, tours, special guests, and upon request from the supervisor.
- Manages calendars for senior staff, including making appointments. Prepare travel and training requests, and coordinate travel and other arrangements for conferences and business trips. Compile expense reports for travel, business trips, and credit card usage.
- Follows up on projects, transmits information, and keeps informed of department activities, schedules, and arranges for meetings.

- Provide general administrative support to departmental staff in finance for the production and distribution of financial documents including depositing and distribution of checks.
- Under the direction of the Clerk of the Board/Office Manager, may serve as the Harbor Safety Committee meeting recorder.
- Under the direction of the Clerk of the Board/Office Manager, performs clerical work in connection with the Harbor Safety Committee, e.g., preparation of the agenda, and minutes, and preparation and distribution of advance reference materials to the committee.
- Serves as the Board of Harbor Commissioner's meeting recorder in the absence of the Clerk of the Board/Office Manager.
- In the absence of the Clerk of the Board/Office Manager, 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.

Qualifications:

- 2-4 years of increasingly responsible general clerical or Administrative Assistant experience.
- Ability to establish and maintain cooperative and effective working relationships.
- Ability to communicate effectively and professionally with visitors, customers, and co-workers.
- Maintain highly sensitive and confidential information.
- Proficiency with personal computers, experience with various software programs for word processing and spreadsheets, ability to type at least 50 words per minute, and ability to operate all office equipment.
- Ability to maintain an organized filing system.
- Ability to operate a keyboard to enter data into a computer for extended periods and the ability to reach overhead, above shoulders, horizontally, and bend at the waist to update and maintain files.
- Ability to lift at least 25 lbs.

Licenses; Certificates:

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

Special Requirements:

Incumbents 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).

POSITION TITLE: FACILITIES SUPERVISOR
DEPARTMENT: OPERATIONS/FACILITIES
BARGAINING UNIT: SERVICE EMPLOYEES INTERNATIONAL UNIT (SEIU) Local 721

POSITION DESCRIPTION:

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 DUTIES AND RESPONSIBILITIES:

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

1. Administrative & Finance:

- Supervises work performed by Facilities Technicians involving painting, masonry, asphalt, concrete, carpentry, metal work, plumbing, grounds keeping, welding, pile driving, and electrical work.
- 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.
- Ensures proper accounting of time, materials, and equipment used.
- Coordinates and implements comprehensive preventive maintenance programs.
- Maintains an up-to-date inventory of parts, supplies and materials and coordinates associated procurements.
- Advises the Director of Operations & Engineering regarding preventative maintenance programs and facilities repair work.
- 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.
- 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.
- Makes budget recommendations regarding resource requirements, prepares project budgets, and contributes to the development of new techniques and concepts.
- Uses a variety of computer programs including maintenance/work management system, inventory systems, work processing, spreadsheets, and other software necessary to perform job duties.
- 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.

2. Skills & Abilities:

- Works on elevated platforms and other elevated locations.

- Operates District vehicles, forklift, scissor lift, boom lift, and other heavy equipment.
- Operates various types of heavy, light and complex equipment used in the maintenance programs and facilities repair work.
- Inspects facilities for their condition, providing input for improvement, and establishing work priorities. Makes recommendations for appropriate maintenance procedures.
- Performs mathematic equations including ratios, proportions, percentages and the conversion of units of measure.
- Reads gauges measuring water and power usage.

3. Safety:

- 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.
- Reports potential problems or damages to supervisor and generates related reports if necessary.

4. Leadership Peer Support:

- Assists in the liaison efforts among the division, other divisions, other agencies, contractors, developers, cities, and the general public.
- 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.
- 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.

QUALIFICATIONS:

(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.

Education, Training and Experience:

High school diploma or equivalent.

Licenses; Certifications:

Must possess a valid California Driver's license

Supplemental education, certification and/or endorsements in journey level skills, facility maintenance, construction technology, supervision, or related fields recommended.

Special Requirements:

Five (5) years of work experience in journey level facilities maintenance work and at least two (2) years of supervisory experience.

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.

Ability to read blueprints and prepare simple design sketches.

Ability to professionally interact with co-workers, port customers and dock workers.

Ability to write detailed instructions.

Ability to provide training to personnel under his/her supervision.

Ability to safely operate power tools, manual tools and a variety of construction-related equipment.

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.

Ability to meet the requirements to wear respiratory protection equipment.

Knowledge of applicable Federal, State, and local laws, codes and regulations, and occupational hazards and standard safety practices.

For safety purposes, must be able to swim 50 yards comfortably and without assistance.

POSITION TITLE: LEAD FACILITIES TECHNICIAN
DEPARTMENT: OPERATIONS/FACILITIES
BARGAINING UNIT: SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) Local 721

POSITION DESCRIPTION:

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.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

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

1. Leadership Peer Support:

- 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.
- Assists Supervisor with work schedules, computes and obtains materials requirements for jobs and tasks of Facilities Technicians and Maintenance Technicians as needed.
- Assists Supervisor and ensures proper accounting of time, materials, and equipment used.
- Assists Supervisor with preventative maintenance programs.
- Assist in the liaison efforts among the division, other divisions, other agencies, contractors, developers, cities, and the general public.
- 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.
- Reports potential problems or damages to Supervisor and/or appropriate Management and related reports if necessary.

2. Safety:

- Operates District Vehicles, forklift, scissor lift, boom lift, and other heavy equipment.
- Works on elevated platforms and other elevated locations.
- Operates various types of heavy, light and complex equipment used in the maintenance programs and facilities repair work
- Advises the Facilities Supervisor regarding preventative maintenance programs and facilities repair work.
- Inspects facilities for their condition, providing input for improvement, and establishing work priorities. Makes recommendations for appropriate maintenance procedures.
- Performs mathematic equations including ratios, proportions, percentages, and the conversion of units of measures.
- Reads gauges measuring water and power usage.

- Complies with all established safety and security standards and procedures. Also contributes and assists with continually developing the Ports safety program.

3. Administrative & Finance:

- 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.
- Makes budget recommendations regarding resource requirements, prepares project budgets, and contributes to the development of new technology and concepts.
- Uses a variety of computer programs including maintenance/ work management system, inventory systems, work processing, spreadsheets, and other software necessary to perform job duties.
- 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.
- Maintains an up-to-date inventory of parts, supplies and materials and coordinates associated procurements.
- 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)

- High school diploma or equivalent.
- Five years of work experience in journey level facilities maintenance work
- 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.
- Ability to read blueprints and prepare simple design sketches.
- Ability to professionally interact with co-workers, port customers and dock workers.
- Ability to write detailed instructions
- Ability to safely operate power tools, manual tools and a variety of construction related equipment.
- Ability to meet the requirements to wear respiratory protection equipment.
- Aware of applicable Federal, State, and local laws, codes and regulations, and occupational hazards and standard safety practices.
- For safety purposes, must be able to swim 50 yards comfortably and without assistance.
- 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).

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.

POSITION TITLE: FACILITIES TECHNICIAN II
DEPARTMENT: OPERATIONS FACILITIES
BARGAINING UNIT: SERVICE EMPLOYEE INTERNATIONAL UNION (SEIU) Local 721

POSITION DESCRIPTION:

Under the direct supervision of the Facilities Supervisor, a Facilities Technician II at the Port of Hueneme, will be responsible for the maintenance, repair, and upkeep of critical infrastructure essential to Port operations. This role requires a high level of technical expertise in facilities maintenance, strong problem-solving skills, and a proactive approach to ensuring the safety and operational efficiency of our facilities. This classification differs from that of Facilities Technician I in that incumbents are expected to help provide instruction and assistance to lower-level Facilities Technicians. They are also expected to assist in logistics control and procurements under the direction of the Facilities Supervisor or Lead Facilities Technician. They also hold certificates and/or endorsements for journey level or trade skills that can be applied to the job.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

In addition to the Position Description the Facilities Technician II will perform the following essential duties and related duties as may be assigned.

1. Routine Maintenance:

- Performs routine inspections and maintenance on Port infrastructure such as docks, and warehouses.
- Broom, magnet, and pressure sweeping/washing sidewalks, parking lots, office fronts and along bull rails.
- Trash and debris pickup in water around floating docks and along rip rap embankment.
- Tools and equipment maintenance checks.
- Performs preventative and scheduled maintenance work and provide input on Standard Operating Procedures and improvement processes for the department.

2. Facilities Tasks:

- Operates a variety of hand, power, and shop tools and equipment.
- Patches and repairs road surfaces.
- Paints road markings and installs signs.
- Install replacement parts on fixtures and machinery.
- Pile driving.
- Utilizes forklift, scissor lift, and boom lift, and other types of heavy to light and complex equipment for the construction and maintenance of Port facilities.
- Performs construction work and alterations to physical plant facilities and capital equipment.
- Participates in the purchasing of materials and helps to control and track inventory.
- Maintain Port building and associated infrastructure.

- Available to work “outside of assigned classifications” to cover Facilities Supervisor in his/her absence, as needed.

3. Skills & Abilities:

- Advanced knowledge of arithmetic and calculates linear measurements to compute the dimensions of surface areas.
- Reads cages, measuring water and power usage.
- Responsible for development and proper documentation of reports and records.
- Operate backhoes, skid steers, front and loaders.
- Work on elevated platforms and other elevated locations.

4. Safety:

- Identify and address potential safety hazards risks to maintain a hazard-free Port environment as well as report to Facilities Supervisor any such hazards.
- Adhere strictly to all safety protocols and regulations, ensuring personal safety and the safety of others.
- Participate in safety training sessions and comply with all safety policies and procedures.

Qualifications:

- High school diploma or equivalent.
- Have at least four (4) years of general maintenance and construction experience.
- Knowledge of hand tools, materials and equipment, and their safe use.
- Ability to perform a variety of semi-skilled maintenance tasks.
- Have minimal ability to perform carpentry, electrical, concrete work, asphalt work, painting, and plumbing.
- Basic record keeping. Able to perform safety checks, and hazmat files.
- Ability to follow written and oral instructions.
- Strong interpersonal communication skills that combine tact, patience and courtesy.
- Strong verbal and written communication skills.
- Possess a mechanical aptitude and reasonable degree of stamina.
- Physical ability to perform duties including lifting, bending, and working outdoors in varying weather conditions.
- Ability to Swim.
- 7 years Facilities Technician or equivalent experience

Special Requirements:

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

POSITION TITLE: FACILITIES TECHNICIAN I
DEPARTMENT: FACILITIES / OPERATIONS
BARGAINING UNIT: SERVICE EMPLOYEE INTERNATIONAL UNION (SEIU) Local 721

POSITION DESCRIPTION:

Under the direct supervision of the Facilities Supervisor, an entry-level Facilities Technician at the Port of Hueneme, you will be responsible for assisting in the upkeep and maintenance of the Port infrastructure and equipment. This role is crucial in ensuring the efficient operation of our facility, contributing to the smooth flow of maritime activities and cargo handling.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

In addition to the Position Description the Facilities Technician I will perform the following essential duties and related duties as may be assigned.

5. Routine Maintenance:

- Assist in performing routine inspections and maintenance on Port infrastructure such as docks, and warehouses.
- Broom, magnet, and pressure sweeping/washing sidewalks, parking lots, office fronts and along bull rails.
- Trash and debris pickup in water around floating docks and along rip rap embankment.
- Tools and equipment maintenance checks.
- Complete assigned preventative maintenance tasks on a monthly basis.
- Shadow and learn from Facilities Technician II

6. Facilities Tasks:

- Operates safely a variety of hand, power, and shop tools and equipment.
- Assist in patching and repairing road surfaces.
- Assist in painting road markings and installing signs.
- Install replacement parts on fixtures and machinery.
- Assist in pile driving.
- Assist in maintaining Port building and associated infrastructure.
- Utilizes forklift, scissor lift, and boom lift.

7. Skills & Abilities:

- Basic knowledge of arithmetic and calculates linear measurements in order to compute the dimensions of surface areas.
- Reads cages, measuring water and power usage.
- Operate backhoes, skid steers, front and loaders.
- Work on elevated platforms and other elevated locations.

8. Safety:

- Learn to identify, report and address potential safety hazards risks to maintain a hazard-free Port environment.
- Adhere strictly to all safety protocols and regulations, ensuring personal safety and the safety of others.
- Participate in safety training sessions and comply with all safety policies and procedures.

Qualifications:

- High school diploma or equivalent.
- Have at least two years of general maintenance and construction experience.
- Knowledge of hand tools, materials and equipment, and their safe use.
- Ability to perform a variety of semi-skilled maintenance tasks.
- Have minimal ability to perform carpentry, electrical, concrete work, asphalt work, painting, and plumbing.
- Basic record keeping. Able to perform safety checks, and hazmat files.
- Ability to follow written and oral instructions.
- Strong interpersonal communication skills that combine tact, patience and courtesy.
- Strong verbal and written communication skills.
- Physical ability to perform duties including lifting, bending, and working outdoors in varying weather conditions.
- Ability to Swim.

Special Requirements:

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

POSITION TITLE: MAINTENANCE TECHNICIAN
DEPARTMENT: OPERATIONS/FACILITIES
BARGAINING UNIT: SERVICE EMPLOYEES INTERNATIONAL 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:

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

1. Responsibilities:

- Cleans office furniture and empties waste receptacles.
- Cleans and disinfects sinks, toilets and urinals on a daily basis.
- Replenishes restroom and kitchen/break room supplies daily.
- Cleans counters, shelves, mirrors, and light fixtures in restrooms.
- Cleans window coverings, washes windows, walls and doors.
- Vacuums and shampoos rugs and carpets.
- Requisitions and stocks cleaning supplies and materials.

2. Maintenance:

- Installs replacement parts on fixtures.
- Repairs minor plumbing problems in restrooms. Sweeps, scrubs, mops, buffs, waxes, polishes, scrapes, refinishes and seals floors.
- Cleans ceiling air vents as needed.
- Operates a variety of hand, power and shop tools and equipment to perform minor repair work.
- Performs routine housekeeping.
- Reports potential problems or damages to supervisor.
- Operates District vehicles.
- Performs additional related task as assigned.

QUALIFICATIONS:

- Ability to professionally interact with co-workers, port customers and dock workers.

- Ability to safely operate power tools, manual tools and a variety of custodial-related equipment.
- 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.
- 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.
- Ability to perform work requiring extensive standing and bending at the waist in addition to constant overhead and horizontal reaching.
- Ability to meet the requirements to wear respiratory protection equipment.

Education, Training and Experience:

A High School Diploma and at least four (4) years of work experience in performing maintenance and janitorial duties.

Licenses; Certificates:

Valid California Driver's license and ability to drive District's vehicles.

POSITION TITLE: CUSTODIAN
DEPARTMENT: OPERATIONS/FACILITIES
BARGAINING UNIT: SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) Local 721

POSITION DESCRIPTION:

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:

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

1. Responsibilities:

- Keeps assigned areas clean, sanitize and aseptic by scouring, scrubbing, mopping, polishing, pressure washing, using germicides and wet dusting, collects and disposes trash.
- Sweeps building entrance and sidewalks and other related duties.
- Dusts, cleans and polishes desks, equipment, cabinets, shelves, blinds and other office furniture and empties waste receptacles.
- Cleans and disinfects sinks, toilets and urinals daily.
- Replenishes restroom and kitchen/break room supplies daily.
- Cleans counters, shelves, mirrors, and light fixtures in restrooms. Deodorizes and disinfects lavatory floors, walls and fixtures.
- Cleans window coverings, washes windows, walls and doors.
- Vacuums and shampoos rugs and carpets.

2. Maintenance:

- Cleans ceiling air vents as needed.
- Installs replacement parts on fixtures.
- Repairs minor plumbing problems in restrooms.
- Operates a variety of hand, power and shop tools and equipment to perform minor repair work.

QUALIFICATIONS:

- A High School Diploma and at least two (2) years of work experience in performing maintenance and janitorial duties.
- Ability to professionally interact with co-workers, port customers and dock workers.
- Ability to safely operate power tools, manual tools and a variety of custodial-related equipment.
- 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.
- Ability to lift, carry, push, pull and move items weighing more than 50 lbs. Ability to walk on uneven surfaces. Ability to climb ladders and perform work on elevated platforms.
- Ability to perform work requiring extensive standing and bending at the waist in addition to constant overhead and horizontal reaching.
- Ability to meet the requirements to wear respiratory protection equipment.
- 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).

POSITION TITLE: GROUNDSKEEPER
DEPARTMENT: OPERATIONS/FACILITIES
BARGAINING UNIT: SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) Local 721

POSITION DESCRIPTION:

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:

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

1. Responsibilities:

- Trash pickup.
- Weed abatement.
- Broom sweeping and pressure washing sidewalks, parking lots, office fronts along bull rails and other areas as needed.
- Debris pick up in water around sport docks and along banks and on site.
- Magnet sweep roadways and parking lots using a magnet attached to the bumper of company vehicle.
- 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.
- Rakes leaves, loads and unloads brush, branches, rubbish and materials.

2. Maintenance:

- Irrigation system maintenance and operation.
- Tree trimming and care, including removal and/or new plantings etc.
- Trimming and care of all hedges and bushes.
- Pest and rodent control.
- Perform backup custodial duties
- Other related duties as may be assigned.

QUALIFICATIONS:

- Landscaping equipment upkeep.

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

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).

POSITION TITLE: HARBORMASTER SUPERVISOR
DEPARTMENT: MARITIME OPERATIONS
BARGAINING UNIT: SERVICE EMPLOYEES INTERNATIONAL 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:

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. Administrative & Finance:

- Supervises work performed by Harbormasters.
- Plans work schedules, assigns job priorities, and directs day-to-day tasks of the Harbormaster Department personnel.
- Monitors the activities of and evaluates the performance of Harbormasters assigned to assist in the operation and management of maritime facilities.
- Ensures proper completion and accounting of attendance and timesheet reporting.
- 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.
- Provides monthly reports of incidents, Harbormaster activity and usage of Port owned Harbormaster boat.
- Enforces provisions, rules and regulations in the District's Port Terminal Tariff.
- Serves as a liaison with tenants, terminal users and customers to ensure quality customer relations and service.
- Monitors and maintains reports regarding tenant operations for conformance to lease requirements.
- Communicates with all inbound and outbound vessels via marine band radio to insure safe and orderly vessel traffic control in harbor waters.
- Reviews cargo manifest and wharfage statements for accuracy.
- Plans terminal space allocations for berthing, cargo or cruise ship operations.
- Coordinates the berthing assignments for all vessels utilizing District wharves.

- Make arrangements with the NBVC Duty Officer after normal working hours for emergency berthing assignments on NBVC wharves if required.
- Research special projects and develops reports.

2. Leadership Peer Support:

- Assists Port Pilots with the alignment and placement of ships and barges along their assigned berths.
- 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.
- 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.
- 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.
- Recommends, coordinates, and implements comprehensive Harbormaster Department programs.

3. Safety:

- Ensures that all appropriate actions and notifications are made in the event of an oil spill or discharge of any hazardous materials.
- Identifies damage(s) done to District property, locates the responsible party and generates damage/incident reports as required.
- Assists in developing and coordinating District safety and training programs.

QUALIFICATIONS:

- Marine shipping terms, practices, documents, cargo handling and recordkeeping.
- Federal, state and local laws, regulations and codes applicable to the work, including safety, health and environmental laws.
- Principles and practices of employee supervision, training and evaluation.
- Safe work practices and safety equipment related to work.
- Principles and practices of sound business communication.
- Computer software applications related to work.

- Ability to: Plan, organize, coordinate, schedule, assign and evaluate the work of others.
- Track and report Vessel and Cargo statistics etc. in a timely and efficient manner.
- Efficiently use computer software applications related to work reports etc.
- Identify and implement effective courses of action to complete assigned work.
- Exercise independent judgement within established guidelines.
- Establish and maintain effective, collaborative working relationships with Port tenants, customers, District staff and others encountered in the course of the work.
- Read, interpret and explain tariff rules and regulations, policies, procedures and other documents.
- Communicate effectively orally and in writing.
- Ability to perform work requiring extensive standing and bending motion, walking on uneven and inclined surfaces, and climbing ladders and ramps.
- 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, i.e., must be able to successfully obtain a Transportation Workers Identification Card, (TWIC).

POSITION TITLE: HARBORMASTER II
DEPARTMENT: MARITIME OPERATIONS
BARGAINING UNIT: SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) Local 721

POSITION DESCRIPTION:

A Harbormaster II is a seasoned professional responsible for the effective management and operation of a harbor or Port facility. This role involves overseeing a wide range of Port activities, ensuring compliance with regulations, fostering positive relationships with stakeholders, and maintaining safety within the harbor environment.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

In addition to the Position Description the Harbormaster II will perform the following essential duties and related duties as may be assigned.

2. Port Operations:

- Have complete an in-depth knowledge of and adhere to the Districts Port Terminal Tariff, Port regulations, safety protocols, and environmental guidelines to ensure the efficient and safe operation of the Port.
- Oversee all aspects of Port operations, including vessel traffic management, mooring assignments, cargo handling, and Port maintenance activities.
- Assist Port pilots with the alignment and placement of ships and barges along their assigned berths, when required.
- Assist Harbormaster Supervisor in relation to berthing and cargo operations of ships on Naval Base Ventura County joint use area, (JUA). Confirm and pass down to any Harbormaster I information related to berthing and cargo operations required.
- Check water meters and record the quantities of water taken by any and all vessels on Port docks.
- Turn on lights in work areas as needed.
- Provide guidance to contracted security personnel and provide temporary relief for unscheduled breaks.
- 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.
- Communicate professionally on Marine Band Radios.

3. Customer Service:

- Provide aid and support to vessel operators, Port users, and visitors, addressing inquiries, providing information, and resolving issues courteously and efficiently.
- Create and maintain a reference of index cards containing the ship's registry and characteristics, including taking photographs of deep draft vessels in Port as necessary. And update vessel characteristics including but not limited to shore power cable lengths.

- Serve as the primary point of contact for Port users, addressing inquiries, resolving issues, and aiding as needed.
- Build and maintain positive relationships with vessel operators, shipping companies, government agencies, and other stakeholders to promote collaboration and support Port activities.
- Coordinate with Port personnel, vessel operators, and other stakeholders to ensure smooth and efficient Port operations.

4. Safety

- Patrol all areas of the district property and facilities and conduct routine defined safety rounds of the Port area.
- Identify damage done to District property, locate the responsible party and generate damage/incident reports as required.
- Ensure removal of obstructions and debris left behind on the docks and in staging areas by Port users after each cargo operation.
- 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.
- Confer with and advise tenants on the Port and facilities, including safe boating practices, tides, currents, and weather conditions.
- Stay informed about changes in regulations and industry standards and implement necessary adjustments to maintain compliance.
- Ensure that all appropriate actions and notifications are made in the event of an oil spill or discharge of any hazardous materials.
- Contact, communicate and coordinate with the federal, state, and local agency having operational area jurisdiction as incidents dictate.
- Direct, report and enforce all traffic in the Port areas ensuring compliance with traffic and parking regulations.
- Immediately report to Harbormaster Supervisor or Director of Operations and/or the appropriate public safety agency of any illegal or unauthorized incidents such as breach, fires, accidents, injuries, vandalism, unauthorized entries, unexpected or unauthorized gatherings, workplace violence, or labor issues.
- Identify maintenance needs and report issues to senior staff for timely resolution to ensure the functionality and safety of Port facilities.

5. Administrative & Finance:

- Review for accuracy all work performed by Harbormaster I and provide constructive instruction for improvement or correction.
- Develop and implement strategies to optimize port efficiency, minimize congestion, and enhance operational performance.

- Receive calls and record messages and follow up appropriately.
- Available to work “outside of assigned classifications” to cover Harbormaster Supervisor in his/her absence, as needed.
- Review cargo manifests and wharfage statements for accuracy.
- Participate in the development of maintenance and operation guides, security manuals, and standard operating procedures for the Port.
- Review and enforce Terminal Agreements, Leases, Contracts and Permits.
- Utilize operations software for accurate and timely data entry.
- Identify opportunities for revenue generation and cost-saving initiatives to maximize Port profitability and sustainability.

6. Leadership Peer Support:

- Provide leadership and direction to Port staff, fostering a culture of teamwork, accountability, and continuous improvement.
- Mentor and train Harbormaster I peers to develop their skills and capabilities in harbor management and port operations.

Qualifications:

- High School Diploma or equivalent.
- 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.
- Ability to communicate professionally and clearly with the capacity of exercising authority in a professional and reasonable manner.
- Ability to professionally interact with co-workers, Port customers and dock workers.
- Ability to perform work requiring extensive standing and bending motion, walking on uneven and inclined surfaces, and climbing ladders and ramps.
- Ability to Swim.
- Ability to work variable work schedules.
- 7 years Harbormaster or equivalent experience

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)

POSITION TITLE: HARBORMASTER I

DEPARTMENT: MARITIME OPERATIONS

BARGAINING UNIT: SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) Local 721

POSITION DESCRIPTION:

An entry-level Harbormaster I play a crucial role in assisting with the management and operations of a Harbor or Port facility. This position serves as a foundational role for individuals aspiring to pursue a career in harbor management and maritime operations. The Harbormaster I reports to the Harbormaster Supervisor.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

In addition to the Position Description the Harbormaster I will perform the following essential duties and related duties as may be assigned.

9. Port Operations Support:

- Complete a probationary period of twelve months obtaining training across various work shifts, demonstrating adaptability and readiness to learn during day, evening, and overnight shifts.
- Assist senior Harbormasters in overseeing day-to-day Port operations, including vessel traffic management, mooring assignments, and cargo handling activities.
- Learn, comprehend, and adhere to the Districts Port Terminal Tariff, Port regulations, safety protocols, and environmental guidelines to ensure the efficient and safe operation of the Port. Learn appropriate Port contracts to enforce compliance.
- Provide guidance to contracted security personnel and provide temporary relief for unscheduled breaks.
- Assist Port pilots with the alignment and placement of ships and barges along their assigned berths, when required.
- Assist Harbormaster Supervisor and Harbormasters II in relation to berthing and cargo operations of ships on Naval Base Ventura County joint use area, (JUA).
- Check water meters and record the quantities of water taken by all vessels on Port docks.
- Turn on lights in work areas as needed.
- Receive calls and record messages accurately and timely. Follow up appropriately.
- Learn and communicate appropriately on Marine Band Radios.
- Shadow and learn from Harbormaster II

10. Customer Service:

- Provide aid and support to vessel operators, Port users, and visitors, addressing inquiries, providing information, and resolving issues courteously and efficiently.
- Foster positive relationships with harbor users to enhance customer satisfaction and promote a welcoming and professional Port environment.
- Create and maintain a reference of index cards containing the ship's registry and characteristics, including taking photographs of deep draft vessels in Port as necessary and update vessel characteristics including but not limited to shorepower cable lengths.

11. Safety:

- Assist in implementing and enforcing safety measures within the harbor, including monitoring access points, conducting safety inspections, and responding to emergencies as directed.
- Patrol all areas of the district's property and facilities and conduct routine defined safety rounds of the Port area.
- Learn to identify and address potential safety hazards and risks to maintain a hazard-free Port environment.
- Ensure that all appropriate actions and notifications are made in the event of an oil spill or discharge of any hazardous materials.
- Contact, communicate and coordinate with the federal, state, and local agency having operational area jurisdiction as incidents dictate.
- Direct report and enforce all traffic in the Port areas ensuring compliance with traffic and parking regulations.
- 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.
- Immediately report to Harbormaster Supervisor or Director of Operations and/or the appropriate public safety agency of any illegal or unauthorized incidents such as breach, fires, accidents, injuries, vandalism, unauthorized entries, unexpected or unauthorized gatherings, workplace violence, or labor issues.

12. Administrative & Finance Tasks:

- Assist with administrative and finance duties such as maintaining records of vessel movements, Port activities, and communicating all to finance ensuring all revenues are captured for Port activities.
- Learn to prepare reports and documentation related to Port operations, compliance, and incident reports as required.
- Learn operational software and input data accurately and timely.

13. Maintenance Support:

- Learn to identify maintenance needs and report issues to appropriate personnel for timely resolution to ensure the functionality and safety of Port facilities.
- Coordinate with facilities personnel to ensure customer requests are completed for example freshwater hookups.

Training and Development:

This entry-level position offers valuable on-the-job training and opportunities for professional development under the guidance of experienced supervisors and Harbormasters II. Supervisors and Harbormaster II's will periodically review progress, essential duties and data entry and provide feedback. Employees will receive instruction in harbor management practices, Port operations procedures, safety protocols, and relevant regulations to build foundational knowledge and skills for advancement within the field.

Qualifications:

- High school diploma or equivalent; relevant coursework in maritime studies, business administration, or related field preferred.
- Strong interest in maritime operations, harbor management, or related industries.
- Excellent communication and interpersonal skills, with a customer service-oriented approach.
- Ability to work effectively as part of a team and willingness to learn from experienced Harbormasters.
- Basic understanding of safety protocols and regulations applicable to harbor operations.
- Physical ability to perform duties including lifting, bending, and working outdoors in varying weather conditions.
- Ability to Swim.

Special Requirements:

- A current, valid California Class C driver's license at time of appointment and maintained at all times thereafter in order to operate a vehicle on District business.
- 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" DRUG AND ALCOHOL-FREE WORKPLACE POLICY



HUMAN RESOURCE POLICY # 504.0
Drug and Alcohol-Free Workplace Policy

TITLE:
Drug and Alcohol-Free Workplace Policy
ADOPTED BY BOARD OF HARBOR COMMISSIONERS:
February 11, 2019
EFFECTIVE DATE:
This Administrative Policy is effective upon approval and adoption by the Board of Harbor Commissioners.
SUPERSESION:
This Administrative Policy supersedes Administrative Policy No. 12303.1 approved and adopted-on November 22, 2004.
PURPOSE:
<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>
POLICY:
<p>FINDINGS</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 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, & RETALIATION POLICY



HUMAN RESOURCES
POLICY # 503.1 – Anti Harassment, Discrimination and Retaliation
Supersedes Policy # 503

TITLE:
Anti-Harassment, Discrimination and Retaliation Policy
ADOPTED BY BOARD OF HARBOR COMMISSIONERS:
December 10, 2018
EFFECTIVE DATE:
This Administrative Policy is effective upon approval by the Board of Harbor Commissioners.
SUPERSESION:
This policy supersedes Administrative Policy #503
PURPOSE:
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.
POLICY:
<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. Contact information for the EEOC can be obtained at www.eeoc.gov.

RELATED POLICIES AND PROCEDURES:

Policy No. 502.2: Equal Employment Opportunity

DEFINITIONS:

None.

**EXHIBIT "H": ADJUSTMENT BASED ON YEARS OF SERVICE
FOR HARBORMASTER I & II AND FACILITIES TECHNICIANS I & II**

Employees in the Harbormasters and Facilities Technician classifications who are not currently placed in the pay level bracket that corresponds to their actual years of service in the classification will have their pay level bracket adjusted consistent with the table below. The table provided herein provides for year one movement of Harbormasters and Facilities Technicians Is (ones) to IIs (twos) in an 8-year period. If a Facility Technician and/or Harbormaster has been with the District for 1 (one) year, they go into the 1 (one) year bracket; 2 (two) years, they go into the 2 (two) year bracket; 3 (three) years, they go into the 3 (three) year bracket; 4 (four) years, they go into the 4 (four) year bracket; 5 (five) years, they go into the 5 (five) year bracket; 6 (six) years they go into the 6 (six) year bracket; 7 (seven) years, they go into the 7 (seven) year bracket; 8 (eight) years, they go into the 8 (eight) year bracket and are moved to Harbormaster II or Facility Technician II; 9 years, they go into the 9 (nine) year bracket; and so on till the max is reached. Negotiated terms for COLA and merit apply after the shift to the correct year bracket and from that point forward only the min-max tables set forth in the attached Exhibit B apply.

Table for Year 1 (one) Purposes only. It includes the 6.1% adjustment of a minimum pay level for year 1 (See Min-Max Tables in Exhibit B)

Year 2 (two) and 3 (three) adjustments depend on a COLA CPI adjustment of 2.0 to 3.5% and only the min-max tables will apply that are provided in Exhibit B)

	YR1	YR2	YR3	YR4	YR5	YR6	YR7	
HMI/Facilities Tech I	\$ 58,000	\$ 61,831	\$ 65,915	\$ 70,269	\$ 74,910	\$79,858	\$ 85,132	5% promotion
	YR8	YR9	YR10	YR11	YR12	YR13	YR14	
HMI/Facilities Tech II	\$ 89,389	\$ 95,293	\$ 101,587	\$ 108,297	\$ 115,450	\$ 123,075	\$ 131,204	Max (only COLA applies)