



# Ventura Port District

  

# Human Resources Manual

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## **I. APPLICATION**

This manual applies to all employees of Ventura Port District (hereinafter "District") who are not Members of the Board of Port Commissioners (hereinafter "Board").

### *I-A. Amendments*

The policies set forth in this manual are subject to amendment from time to time by resolution of the Board.

### *I-B. Non-Employment Contract*

These rules do not create any contract of employment, express or implied, or any rights in the nature of a contract.

### *I-C. Employment At Will*

Unless otherwise expressly provided for in an applicable collective bargaining agreement, employment contract, the District Commission's governing statutes, or another part of these rules, all District Employees are employed on an at-will basis. Employment at-will may be terminated without cause and without notice at any time by the District. No manager, supervisor, or employee of the District has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the District acting through the Board of Port Commissioners has the authority to make any such agreement, which is binding and only if it is in writing.

### *I-D. Collective Bargaining Agreements*

If a provision of these policies conflicts with any provision of an applicable collective bargaining agreement entered into by the District and a recognized employee organization, to the extent of such conflict, the provision of the collective bargaining agreement shall be deemed controlling unless the policies have been renegotiated more recently.

## **II. MANAGEMENT RIGHTS**

The District shall retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to the law with respect to determining the level of, and the manner in which, the District's activities are conducted, managed, and administered, and all employees and any recognized employee representative must recognize the exclusive right of the District to establish and maintain District-wide rules and procedures for the administration of all District business.

The District has the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the District. Every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that the employee perform all such duties. The appointing authority reserves the right to discipline or discharge employees subject to the Human Resources procedures. The District reserves the right to lay off personnel at any time. The District shall determine assignments and establish methods and processes by which assignments are performed.

The District shall have the exclusive right to transfer employees within departments, divisions and sections and to a position outside of a department, division or section in a manner most advantageous to the District. The District shall have the authority to effect reorganizations and reallocation of work of the District.

The District has the right to contract for matters relating to District operations. The right of contracting or subcontracting is vested exclusively in the District.

The inherent and express rights of the District are not in any way, directly or indirectly, subject to meeting and notice, or meeting and conferring, or the District Grievance Procedure except those specifically referred to in this manual which are expressly modified or restricted by a specific provision.



### **III. GENERAL PERSONNEL POLICIES**

#### *III-A. Equal Opportunity Employer*

The District does not discriminate against employees or qualified applicants for employment on the basis of race, color, religion, gender, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, sexual orientation, gender identity, gender expression, genetic information or any other basis protected by law. The District will afford equal employment to all employees and qualified applicants as to all terms and conditions of employment, including compensation, benefits, recruitment and selection, hiring, training, promotion, transfer, discipline and termination.

Employees who believe they have experienced any form of employment discrimination are encouraged to report this immediately using the complaint procedure provided in this Manual.

#### *III-B. Administrative Responsibilities*

The General Manager of the District shall ultimately be responsible for all personnel matters, but may delegate as many of the day to day functions to others as is appropriate under the circumstances.

#### *III-C. Personnel Records*

##### 1. General

The District maintains a personnel file on each employee. An employee's personnel file shall contain only material that is necessary and relevant to the administration of the District's Human Resources Programs. Personnel files are the property of the District, and access to the information they contain is restricted.

##### 2. Notifying the District of Changes in Personal Information

Each employee is responsible to promptly notify the District of any changes in relevant personal information including the following:

- Mailing address
- Telephone number
- Persons to contact in emergency
- Number and names of dependents
- Physical limitations that could affect his or her ability to perform essential job functions

##### 3. Location of Personnel Files

Employee personnel files will be located in the District office or in an area designated by the District. Employee personnel files will be handled in a manner that protects the privacy of the employees.

##### 4. Medical Information

Separate Confidential Files.

All medical information about an employee or applicant is kept separately and is treated as confidential in accordance with the Americans with Disabilities Act (42 U.S.C section 1211(d)(3)(b) and the California Confidentiality of Medical Information Act (Cal Civil Code section 56 seq.).

Information in Medical Files.

The District will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality of Medical Information

Act. To enable the District to obtain certain medical information, the employee or applicant may need to sign an Authorization for Release of Medical Information.

Access to Medical Information.

Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for District business reasons. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

Authorization for Release of Medical Records.

The District will not provide employee or applicant medical information to a third party (except as permitted under the California Confidentiality of Medical Information Act) unless the employee signs an Authorization for Release of Employee Medical Information. This form may be obtained through the General Manager or his designee. The District will release only the medical information that is identified in the employee's authorization. If the employee's authorization indicates any limitations regarding the use of the medical information, the District will communicate those limitations to the person or entity to which it discloses the medical information.

#### 5. References and Release of Information in Personnel Files

Public Information.

Upon request, the District will release to the public information about its employees as required by the Public Records Act. The District will not disclose confidential or personal information that it considers would constitute an unwarranted invasion of personal privacy. Information regarding peace officers disciplinary records will be released only pursuant to properly brought "Pitchess motions" and other relevant provisions of law. *(As revised 7/25/2012)*

Reference Checks.

All requests from outside the District for reference checks or verification of employment concerning any current or former employee must be referred to the General Manager. Information will be released only if the employee signs an Authorization for Release of Employment Information that may be obtained in the General Manager's office. Without this authorization the following limited information will be provided: dates of employment and salary range upon departure. Department heads and supervisors should not provide information in response to requests for reference checks or verification for employment, unless specifically approved by the General Manager after consideration on a case-by-case basis.

Medical Information.

Medical information will be released only in accordance with Section III-C.4.

#### 6. Employee Access to Personnel File.

Inspection of File.

An employee may inspect his or her own personnel file, to the extent defined in California Labor Code section 1198.5, at reasonable times and at reasonable intervals. An employee who wishes to review his or her file should contact the General Manager to arrange an appointment. This review must be done in the presence of the General Manager or his designee.

Copies.

On request, an employee is entitled to receive a copy of any employment-related document in his or her personnel file. An employee who wishes to receive such a copy should contact the General Manager or the General Manager's designee.

#### **IV. HOURS AND DAYS OF WORK**

##### *IV-A. Work Hours*

Employees assigned to shift work may be rotated between the various shifts from time to time. Those assigned to shift work are entitled to one half hour meal period per shift. During the meal period, the employee must be within hearing proximity of the radio system.

All District employees may be assigned different work schedules based on either 40-hour workweek or an 80-hour pay period depending on the needs of the District.

##### *IV-B. Workweek*

The basic workweek for all employees shall be forty (40) hours, worked in units of eight hours per day in a workweek, which runs from 12:00 a.m. Wednesday through midnight Tuesday. The General Manager may assign a different workweek when it is deemed beneficial to the District. *(As revised 1/23/2008)*

In cases where an employee's workday either begins or ends after midnight, that workday will not be split between workweeks. It will be placed within the workweek in which it is scheduled.

Certain employee groups may voluntarily choose to work an alternative "9/80 Work Schedule". The eligible employee groups are Maintenance Department including the Maintenance Supervisor and the Administration Department including the Marketing Department and the Marina Manager.

The "9/80 Alternative Workweek Schedule" allows a participating employee to work four (4) 9-hour days plus on (1) 8-hour day in one seven-day period (44 hours) and four (4) 9-hours days in an alternating seven day period (36 hours) without the payment of an overtime rate of compensation. For all employees working a 9/80 work schedule, the workweek shall begin exactly four hours into the 8-hour shift on the day which constitutes their regularly scheduled alternating day off. Participating employees working longer than nine hours but no more than twelve hours in a day pursuant to the alternative workweek schedule, or more than forty hours per workweek, shall be paid an overtime rate of compensation of one and one-half times the regular rate of pay. If a District holiday falls on an employee's regularly scheduled day off while participating in the 9/80 workweek, that employee will accrue nine hours of Comp Time. This Comp Time must be used within two months after the employee receives the approval from the employee's supervisor. *(As revised 10/27/2010)*

##### *IV-C. Work Periods*

The General Manager may designate different workweeks or work periods for different employees or groups of employees. The designation will include the time of day and day of week on which the employee's workweek begins. If the District assigns employees to a public safety "FLSA 7(k)" work period, the designation must include the starting time and length of each employee's work period.

##### *IV-D. Meal Period*

Non-exempt District employees who work six hours per day or more shall be entitled to a 30-minute to 60-minute non-compensated meal period within five hours of beginning a workday provided that they are relieved of anticipated responsibilities and are free to leave the District during the meal period. A non-exempt employee may not waive a meal

period in order to shorten his or her workday. A non-exempt employee that works through his or her meal period shall document the hours on his or her time card as time worked.

Employees who are regularly not freed from job duties or are restricted to the District's property during meal periods are entitled to a 30-minute paid meal period.

*IV-E. Rest Period*

A fifteen (15) minute compensated rest period shall be provided all District employees for each four (4) hour period of service. The rest period shall be taken at a time designated by the employee's supervisor, is not cumulative and may not be combined to shorten the workday or to extend the meal period.

## **V. HUMAN RESOURCES PROCEDURES**

### *V-A. Hiring and Recruitment*

#### 1. Vacant Positions

When a full-time regular or a part-time regular position becomes vacant for which an open examination is to be held, the position shall be advertised in one local or regional newspaper that has substantial circulation in areas with large minority populations. Announcements of all open, closed and promotional positions shall also be posted on the bulletin board at the Ventura Port District office. Such announcement shall specify the following:

- Title and pay for the position
- The nature of the work to be performed
- The minimum qualifications
- The desirable qualifications
- The time and location of the examination or selection interview
- The closing date for the application if one is established

A medical examination, including a drug screen, will be required, post-offer of employment. Any other information as requested at the discretion of the General Manager or designee

#### 2. Reasonable Accommodation

The District will comply with the employment-related reasonable accommodation requirements of the California Fair Employment and Housing Act and the Americans with Disabilities Act.

An employee or applicant who alleges a denial of a reasonable accommodation may file a complaint pursuant to Section XI-E "Complaint Procedure for Discrimination or Harassment" of this manual.

#### 3. Selection Process

Candidates for positions may be asked to perform and/or submit to written, oral, performance, physical and/or medical examinations. All examinations shall be conducted by or arranged for by the General Manager or his or her designee.

The District administers two general types of examinations: An "open" examination is open to all persons who meet the minimum qualifications for the position; a "closed" examination is an examination limited to present District employees.

#### 4. Pre-Employment Investigation

As part of the selection process, the District will require finalists to sign an authorization form allowing the District to conduct reference, general background, previous employment, DMV, and criminal checks. Refusal to sign the background investigation authorization form will result in the finalist being excluded from the selection process.

#### 5. Eligibility to Work in United States

As a prerequisite to being hired by the District, each potential employee will be required to meet the Employment Eligibility requirements of the United States Department of Homeland Security and the Citizen and Immigration Services.

### *V-B. Employment Classifications*

All authorized position classifications shall be included in the Salary Resolution and will have job descriptions. The establishment of salary will be in accordance with the education, experience, duties and responsibilities of the employee. All job descriptions will identify that classification as exempt or non-exempt as required by the Department of Labor under the Fair Labor Standards Act (FLSA).

### *V-C. Exempt vs. Non-Exempt Employees*

For purposes of payment of overtime pay and hours of work, District employees will fall into one of two categories: Exempt and Non-Exempt. Exempt employees are defined in FLSA regulations. Those employees who do not meet the definition of Exempt employees are Non-Exempt employees.

### *V-D. Employment Status*

District employees will fall into one of nine categories of employment status:

#### 1. Probationary Employees

Regular Full-Time and Regular Part-Time employees will be considered probationary from their date of hire until they have completed one year of continuous service for the District. The probationary period is a period of time during which the employee's supervisor will observe and evaluate the employee's ability to meet the expectations of the District regarding performance, attitude, conduct, and qualifications for the position in which they were hired. The probationary period is considered part of the selection process. The employee shall receive at least two formal evaluations during the probationary period.

##### Rejection During Initial Probation.

During the probationary period an employee may be dismissed at any time without cause and without the right of appeal.

##### Probation After Promotion.

On accepting a promotion, an employee serves a new probationary period of six (6) months of actual and continuous service. Periods of time on paid or unpaid leave exceeding five (5) days (consecutive or not) shall automatically extend the probationary period by the number of days the employee is on leave. An employee does not acquire regular status in the promotional position until the successful completion of this probationary period. If the employee fails to satisfactorily complete the probationary period in the promotional position, the employee shall be entitled to return to the position held prior to promotion at the pay rate or step held prior to promotion if there is a vacancy in the prior position or if a vacancy can be created by terminating a probationary employee. If there is no vacancy, the employee shall be assigned to a vacant position that is nearest the employee's prior position. The employee is not entitled to notice of a hearing if rejected during probation.

##### Report at Conclusion of Probationary Period.

At the end of the probationary period, there shall be a written report of probationary performance which report will document whether the probationer is to become a Regular employee. The probationary period may be extended only for the amount of time, if any, that the Probationary employee was absent from employment during the probation period.

#### 2. Regular Full-time Employment

Employees who successfully complete their probationary period and who regularly work a minimum of 40 hours per week shall become full-time employees and shall be entitled to the benefits provided to other employees in the same classification. They shall also be entitled the Disciplinary Appeal Process described in section IX-C of this manual. *(As revised 7/25/2012)*

#### 3. Temporary Employees

Employees who are selected without following the District's selection process to perform specific tasks may be employed up to 180 working days or until the task or project has been completed. The period of temporary employment may be extended

for an additional 180 working days. Temporary employees serve at the pleasure of the appointing authority and may be removed from employment at any time without cause, notice or any right of appeal. Temporary employees are not eligible for benefits.

#### 4. Regular Part-time Employment

Employees who regularly work less than 40 hours a week but 20 hours or more a week and who successfully complete their probationary period shall become regular part-time employees and shall be entitled to regular part-time status equal to the hours worked when compared to 40 hours per week. Employees working less than 20 hours per week do not acquire regular status and are not entitled to benefits. Such employees serve at the pleasure of the General Manager. These employees are considered to be at-will and may be removed at any time without cause, notice or any right of appeal.

#### 5. Emergency Employees

Employees who are needed to perform emergency work may be employed at any time without following the District's selection process. These employees are considered to be at-will and serve at the pleasure of the appointing authority and may be removed at any time without cause, notice or any right of appeal. Emergency employees are not eligible for benefits.

#### 6. Seasonal Employees

Employees who are needed to perform work on a regular seasonal basis may be employed without following the District's selection process. These employees are considered to be at-will and serve at the pleasure of the appointing authority and may be removed at any time without cause, notice or any right of appeal. Seasonal employees are not eligible for benefits.

#### 7. Per Diem

Employees who are needed to perform work by the day may be employed without following the District's selection process. These employees are considered to be at-will and serve at the pleasure of the appointing authority and may be removed at any time without cause, notice or any right of appeal. Per Diem employees are not eligible for benefits.

#### 8. Provisional

Employees who are needed to perform work until a regular Full-Time employee can be employed to do work until a certain situation or condition has ended. These employees usually work for a limited period of time and would rarely work more than 1000 hours. These employees are considered to be at-will and may be removed at any time without cause, notice or any right of appeal. Provisional employees are not eligible for benefits.

#### 9. Volunteer

Volunteers are not considered employees. Volunteers are individuals who are performing work for the District but who are not paid any salary nor do they receive any benefits. Volunteers who agree may be transferred to meet the needs of the District and their work contributions may be ended depending upon the need of the District.

### *V-E. Employee Orientation*

During an employee's first few days of employment, the employee will participate in an orientation program conducted by various members of the employee's department, including the employee's supervisor. During this program, the employee will receive important information regarding the performance expected and required of the employee, District policies, compensation and benefit programs, as well as other information necessary to acquaint the employee with District policies. The employee will also be asked to complete all necessary paperwork at this time, such as medical benefit plan enrollment forms, beneficiary designation forms, appropriate Federal, State and local tax forms, and other necessary administrative forms.

The District strongly encourages new employees to ask any and all questions they may have during the orientation program so that they will understand all guidelines that affect and govern their employment relationship with the District.

### *V-F. Transfers of Position*

#### 1. Regular Transfer

Employees with one year of satisfactory or better service may initiate a request to transfer to another position in the same or lower classification for which the employee is qualified in the opinion of the General Manager.

The "Request" must be in writing to the General Manager and include the employee's qualifications for the transfer position.

The General Manager will consider the best interests of the District prior to authorizing any employee requested transfer.

Approval or rejection of voluntary transfer requests will be at the discretion of the General Manager and not subject to appeal or review.

#### 2. Transfer of Pregnant Employees

When requested by the employee, the District will make all efforts to transfer a pregnant employee to a position which is less strenuous, or otherwise more appropriate, for the duration of her pregnancy only when such a transfer can be reasonably accommodated.

#### 3. Promotion

Employees may be offered a vacant position, for which they are qualified, at the discretion of the General Manager.

#### 4. Demotion

Employees may be demoted in the event of a reduction in personnel due to lack of work, lack of funds, the employee's inability to perform his or her required duties, or for disciplinary reasons, at the discretion of the General Manager. In the event that a Regular employee is demoted for disciplinary purposes, that employee is entitled to the appeals procedure set forth in Section IX-C "Disciplinary Appeals Procedures" of this Manual.

#### 5. Involuntary Transfer

The General Manager shall have the authority to transfer an employee on an involuntary basis for efficiency, health conditions, safety, morale or other grounds beneficial to the District.

Whenever possible, an employee being transferred from one position to another position in the same class, or a comparable class at the same salary level, shall receive five (5) working days' notice. If the transfer requires the employee to move equipment from one location to another, the employee shall receive seven (7) working days' notice.



### *V-G. Nepotism Policy*

For purposes of this section, “relative” means spouse, domestic partner, child, stepchild, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law or sister-in-law. The District may employ qualified relatives of employees so long as such employment does not, in the opinion of the General Manager, create an actual or perceived conflict of interest.

No person shall be appointed or promoted to a position in the District in which such person’s relative already holds a position, when such employment would result in any of the following:

1. Supervisor-Subordinate Relationship

During the period of employment, no supervisory position shall exist between the two employees. For the purpose of this section, a supervisory relationship shall be defined as one in which one person exercises the right to control, direct, reward or punish another person by virtue of the duties and responsibilities assigned to his or her position.

2. Married Employees

If a District employee marries another person employed by the District, both employees shall be allowed to retain their respective positions provided that a supervisory relationship does not exist between the couple.

The District also retains the rights to refuse to place both spouses in the same department, division, section or facility where such has the potential for creating adverse impact on supervision, safety, security or morale or involves potential conflicts of interest.

Where circumstances mandate that two spouses shall not work together, the General Manager will attempt to transfer one spouse to a similar position in another department, division, section or facility. Although the wishes of the involved parties as to which spouse is to be transferred will be given consideration by the District, the controlling factor in determining which spouse is to be transferred shall be the positive operation and efficiency of the District. If any such transfer results in a reduction in salary or compensation, the same shall not be considered disciplinary in nature and shall not be subject to any form of administrative appeal.

If continuing employment of two spouses cannot be accommodated consistent with the District’s interest in promotion of safety, security, morale and efficiency, then the District retains sole discretion to separate one spouse from District employment. Absent resignation by one affected spouse, the less senior of the involved spouses will be subject to separation and the same shall not constitute discipline and shall not be subject to any administrative appeal.

## **VI. COMPENSATION**

### *VI-A. Determination of Compensation*

The General Manager's salary shall be negotiated with the Board. Any employee with an employment agreement shall have his or her rates of pay or salaries established annually through negotiation with the General Manager and/or the Board in conjunction with the annual District budget.

Rates of pay for other employees may be based on either a pay range based on merit or a step system based on length of service and satisfactory performance.

Adjustments within a Pay Range will be based on individual merit. Merit encompasses an employee's knowledge, experience, ability, and performance, among other factors. A merit increase is considered as being earned by an employee. A merit increase is advancement to a higher rate in the employee's classification pay range. A merit increase is based on satisfactory or better work performance and must be accompanied by a current employee evaluation prepared and signed by the employee's supervisor and signed and approved by the General Manager. The employee shall acknowledge receipt of such evaluation in writing.

Adjustments in salary within a step program shall be based on satisfactory performance and length of service. A step increase is based on satisfactory or better performance and completion of one-year of employment until the employee reaches the top step. A recommendation for step increase must be accompanied by a current employee evaluation prepared and signed by the employee's supervisor and signed and approved by the General Manager. The employee shall acknowledge receipt in writing of such evaluation. The General Manager may authorize a special advancement of an employee to a higher step than would normally have been attained by the employee simply by virtue of that employee's duration of service to the District. This type of advancement is reserved for only very exceptional cases and shall be approved only after being carefully considered and analyzed. A special merit advancement need not affect the employee's anniversary date.

Each year during the budget process and at such other times as the Board of Port Commissioners shall determine in its discretion, the Board of Port Commissioners shall review the rates of pay to ensure that the specified salary ranges or pay steps are appropriate for identified positions given the duties and responsibilities of such positions.

### *VI-B. Pay Periods*

District employees shall be paid by check or direct deposit every other Friday for a bi-weekly pay period.

### *VI-C. Deductions*

The District shall deduct from all employees' paychecks all legally required withholding and deductions. Employees may request that the District make other deductions for other voluntary programs as approved by the General Manager.

#### *VI-D. Overtime: Fair Labor Standards Act Provision*

The District will comply with the applicable FLSA provisions of overtime compensation.

##### 1. Non-Exempt Employees

The District as a matter of general policy does not permit employees to work overtime; however, non-exempt employees may be required to work overtime at the discretion of the General Manager.

Overtime for non-exempt employees is defined as hours assigned to be worked and actually worked (except for authorized work periods) in excess of their scheduled workday or forty (40 hours) in the designated seven (7) day workweek. *(As revised 7/25/2012)*

A non-exempt employee who works unauthorized overtime may be subject to disciplinary action. Each Department shall establish procedures for obtaining authorization for overtime.

Non-exempt employees working authorized overtime shall accrue compensatory time one and one-half hours (1-1/2) per hour worked.

A non-exempt employee may not accrue more than 40 hours of compensatory time at any one time.

##### 2. Exempt Employees

Exempt Employees are not eligible to receive pay or compensatory time for working over 40 hours per week.

#### *VI-E. Compensatory Time Account*

A compensatory time account will be maintained for employees required to work on a holiday or overtime. A worksheet of this account will be included in each employee's pay envelope to assist the employee in tracking this information. The District reserves the right to correct any errors in this worksheet.

All compensatory time accrued will be paid off in the last pay period of each quarter, unless the employee requests to have the compensatory time carried over by submitting a request in writing to the General Manager at least seven (7) days prior to the end of the quarterly pay period. The General Manager will determine whether to allow or disallow the compensatory time to be carried over to the following quarter. In no event will time be carried over beyond one subsequent quarter.

An employee may not accrue more than 40 hours of comp time.

All compensatory hours accrued by an employee shall be paid off immediately prior to the effective date of any increase in pay.

#### *VI-F. Reviews*

Periodically, and at least once a year, the employee-employer relationship will be reviewed by the employee and at least one supervisor. Employees are strongly encouraged to use this opportunity to ask questions about their performance, their prospects for advancement within the District, and any other matters relating to their employment.

The periodic review process is meant to be a review not only of the performance of the employee, but also of the District. Employees are in the best position to evaluate the overall effectiveness, efficiency and organization of the District, and for that reason the District strongly encourages employees to evaluate the District's performance not only in

regard to personnel matters, but also with regard to its overall effectiveness, productivity, and service to the public.

In conjunction with the review, a written evaluation of the employee's performance shall be conducted. The written evaluation shall be presented to and reviewed with the employee. The employee shall sign or otherwise acknowledge receipt of such written evaluation.

After receiving a copy of the written evaluation, the employee will have the opportunity to review and respond to the evaluation. If the employee is not satisfied with the written report, that employee shall be entitled to the appeal procedure provided for in this Manual under Section X, "Grievance Procedures." All documentation concerning the review becomes a part of the employee's personnel file.

## **VII. BENEFITS**

### *VII-A. Insurance*

#### 1. Health and Dental Insurance

The District provides a monthly sum, as established by resolution of the Board of Port Commissioners that all Probationary and Regular employees may apply toward the cost of general health and dental insurance for themselves and their dependents. Employees may include additional coverage, both for themselves and for their dependents, at their own expense. The effective date of coverage and the terms of the coverage of the insurance plans shall be governed by those plans.

#### 2. Life Insurance

The District furnishes and pays for group insurance for all Probationary and Regular employees, if insurable. The effective date of coverage and the terms of the coverage shall be governed by the plan. The death benefit shall be equal to the annual base earnings of the employee.

#### 3. Long-Term Disability Insurance

The District provides long-term disability insurance coverage for all Regular and Probationary employees. The effective date of coverage and the terms of the coverage shall be governed by the policy. Once an employee is declared totally disabled pursuant to the terms of said disability insurance policy, the employee shall be eligible to receive sixty percent (60%) of his or her full salary during the 90-day "elimination period" specified in the policy. The District shall commence this payment only after the employee has utilized all sick leave, vacation time and compensatory time off to which he or she is entitled.

#### 4. Unemployment Insurance

The District provides and pays for unemployment insurance under a program administered by the State of California, Employment Development Department. In the event of unemployment, weekly benefits are available under terms and conditions of the program.

#### 5. Workers' Compensation Insurance

The District provides Workers' Compensation Insurance for all employees. The effective date of coverage and the terms of coverage shall be governed by the policy.

### *VII-B. Post-Termination Insurance Benefits (COBRA)*

Insurance benefits for Probationary and Regular employees will terminate at the time the employee, for whatever reason, is no longer employed by the District. The employee may elect to continue to be covered by health and dental at his or her expense for the duration established by law, usually eighteen (18) months. *(As revised 7/25/2012)* The employee must request coverage in writing and remit to the District on a monthly basis the amount of the insurance premium plus a two percent (2%) administration fee.

### *VII-C. Retirement Plan*

The District is a member of the California Public Employees Retirement System (PERS), and all Regular and Probationary employees automatically become members of the System upon entry into employment with the District. Deductions from an employee's salary are made at the rates fixed by state law; however, the District may elect, by resolution of the Board of Port Commissioners, to pay all or a part of the employee's contribution to the Retirement System. Benefits are available under terms and conditions of the program. Retirement benefits are not provided to other employee classifications unless a specific employee works more than 1000 hours in a fiscal year.

#### *VII-D. Holidays*

Each full-time employee shall be entitled to the following holidays each calendar year with pay and no others:

- New Year's Day (January 1)
- Martin Luther King Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veterans' Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- The Friday after Thanksgiving,
- Christmas Day (December 25)
- Two personal holidays

If any of these holidays falls on a Sunday, the following Monday shall be treated as the holiday. If the holiday falls on a Saturday, the preceding Friday shall be treated as the holiday.

For Departments that have employees who regularly work weekends, the holiday shall be observed on the actual holiday regardless of day of the week on which the holiday falls.

Employees must be employed by the District on the day preceding and the day following a holiday for the employee to be entitled to a paid holiday. Employees who are on authorized paid leave are considered as employed for purposes of this policy.

Employees may request to take off two days per fiscal year as personal holidays. These personal holidays will be lost if not taken in the fiscal year. Prior approval from the General Manager is required.

At the discretion of the General Manager the holiday schedule may be amended.

##### 1. Holiday Pay

Any non-exempt employee who is off on a holiday for any reason, except for industrial related injury or disability, shall receive either one day of Holiday Pay or one day of compensatory time as appropriate.

Employees on Long Term Disability or extended Worker's Comp (over 90 days) shall not be eligible for Holiday Benefits and no compensatory time shall accrue.

Any non-exempt employee who works a holiday as part of his or her normal workweek shall receive 1.5 times his or her hourly wage for each hour worked plus one day of compensatory time.

Any hours a non-exempt employee works on a Holiday over his or her normal workday shall be paid at double-time.

Any non-exempt employee who works a holiday in addition to his or her normal workweek shall receive double-time for hours worked plus one day of compensatory

time. Any hours worked beyond the employees normal workday shall also be paid at double-time.

Exempt employees shall receive one day of Holiday Pay at his or her regular rate of pay for each of the approved District Holidays. If an exempt employee is required to work on any District holiday, he or she shall receive one hour of compensatory time for each hour actually worked on the holiday.

## 2. Part-time Employees

Part-time employees shall be paid at one and one-half their regular rate of pay for working a Holiday.

### *VII-E. Vacation*

The purpose of annual vacation leave is to enable each eligible employee to annually take vacation leave and return to his or her work mentally and physically refreshed. Scheduling of vacation time will be at the discretion and with the approval of the General Manager. Every effort will be made to accommodate employee vacation requests within the constraints imposed by the District's operational needs. Upon separation from service, employees will be paid for any unused accrued vacation. With approval, all employees shall be entitled to take their accrued annual vacation leave with pay as follows:

#### 1. Accruals

Probationary employees do not accrue vacation. Upon successful completion of a probationary period, employees will be credited 80 hours of vacation time.

Full-time Regular employees with less than five (5) years of service shall accrue vacation hours at the rate of 3.08 hours per bi-weekly pay period or 80 hours per year.

Full-time Regular employees, with five (5) years of service but less than ten (10) years of service, shall accrue vacation leave at the rate of 4.6154 hours per bi-weekly pay period or 120 hours per year.

Full-time Regular employees with ten (10) years of service or more shall accrue vacation leave at the rate of 6.153 hours per bi-weekly pay period or 160 per year.

Regular Part-time employees accrue vacation directly in proportion to a Regular Full-Time assignment. For example, a Regular Part-time Employee who works 30 hours per week, will accrue vacation at .75 the Full Time rate.

Vacation Leave will not accrue during leaves of absence without pay unless required by law (e.g. military leave).

#### 2. Maximum Vacation

The maximum vacation accrual is limited to two hundred fifty (250) hours. When a paid holiday falls during the period of an employee's vacation leave, that day shall not be charged against the employee's vacation accrual.

When an employee's vacation accrual reaches 225 hours, the employee will be encouraged to take vacation leave.

Vacation hours accrued in excess of two hundred and fifty (250) will be paid at the employee's regular rate of pay.

*VII-F. Administrative Leave with pay*

The District shall have the right to place an employee on administrative leave with full pay at any time.

The employee has no right to appeal placement on administrative leave.

*VII- G. Sick Leave*

1. Accrual of Sick Leave

Regular Full-Time employees.

Sick leave shall accrue at the rate of 3.5 hours per pay period up to a maximum accrual of 720 hours. If permitted by the District's retirement system, sick leave accrual in excess of 720 hours may be allowed for purposes of calculation of retirement benefits only.

Regular Part-Time employees.

Sick leave shall accrue at the same hourly rate of accrual for Regular Full-Time employees calculated on the number of hours worked each pay period.

In compliance with the "Healthy Workplaces, Healthy Families Act of 2014, beginning July 1, 2015, the following policies are implemented for Part-time, Per Diem and other employees that work a minimum of thirty days in a year:

- An employee must be employed by the Ventura Port District for 90 days before being entitled to use paid sick leave;
- Sick leave will accrue at a rate of 1 hour for every thirty hours worked;
- Employees may take a maximum of three days or 24-hours of sick leave per year;
- Unused Sick Leave will carry over to the next year to a maximum of six days or 48 hours;
- An employee may only take paid sick time for a day in which s/he is scheduled to work;
- These employees shall not be eligible for "Non-Accrued Sick Leave" as provided in section VII-G 2.

2. Use of Non-accrued Sick Leave

At the General Manager's discretion, a maximum of six (6) days of non-accrued sick leave may be granted to an employee with a physician's certification. Any non-accrued sick leave granted shall be repaid at the same rate sick leave is accrued by the employee. In the event the employee's employment is terminated or the employee separates before the non-accrued sick leave has been repaid, any remaining hours that have not been accrued shall be deducted from the employee's final paycheck.

3. Sick Leave Use

Sick leave can be used only in case of an employee's actual illness or injury or for medical or dental appointments that cannot be scheduled during days off unless authorized by the General Manager.



Sick leave shall not be granted to any employee to permit an extension of the employee's vacation.

The General Manager may require a physician's certification at any time indicating the employee's status and expected return to work date. Failure to provide a physician statement may result in leave without pay.

The General Manager, at the District's expense, may require an employee who has been absent from work due to illness for seven (7) consecutive days to have a physical examination performed by a physician designated by the General Manager to determine the employee's fitness to return to duty.

Unless authorized by the General Manager, no more than six (6) days of accumulated sick leave credits may be allowed to an employee within any calendar year for absence from duty because of death, serious illness, or injury of members of the employee's immediate family. For the purpose of this Subsection "immediate family" shall mean the spouse, domestic partner, parent, sibling, child, grandchild, grandparent, mother-in-law or father-in-law of an employee.

Sick leave shall not be granted to any employee absent from duty due to willful misconduct on the job.

Sick leave shall not be granted to any employee absent from duty after separation from the District's service or during a District authorized leave of absence without pay, or any other absence from duty not authorized by the District.

Abuse of sick leave shall be subject to disciplinary action.

#### 4. Notification

Prior to Shift.

In order to apply for sick leave, an employee shall notify the appropriate immediate supervisor or the General Manager no later than one (1) hour after the time established as the beginning of the employee's workday.

During Shift.

An employee who becomes sick during his or her shift shall immediately notify his or her immediate supervisor to request permission to use sick leave for the remainder of the shift.

#### 5. Sick Leave Administration

The General Manager shall be responsible for the administration of the use of sick leave.

#### 6. Use of Sick Leave When Disabled

An employee's entitlement to receive sick leave payments shall terminate when said employee becomes eligible to receive disability payments.

#### 7. Job Related Injury

An employee who receives Workers' Compensation benefits as a result of an injury suffered while working for the District is entitled to receive from the District the difference between Workers' Compensation benefits and the employer's regular pay.

Any such payments will be charged first to accrued sick time, next to compensatory time, and then to accrued vacation time.

Once all sick time and vacation time is used, the employee will receive only Workers' Compensation benefits for as long as the employee remains off the job.

#### 8. Sick Leave on Termination

Employees who are terminated or otherwise leave the employment of the District shall receive compensation for unused sick leave, computed pursuant to section VII-U.1. "Payments Upon Termination of Employment."

### *VII-H. Sick Leave Bank*

#### 1. Donation Procedures

Eligible employees with more than 80 hours of an accrued sick leave balance may transfer up to six (6) days or 48 hours of sick leave hours to the District Sick Leave Bank if the employee retains a minimum of 80 hours. These donated hours are to be given to eligible employee(s) who is/are experiencing a catastrophic illness.

A 'catastrophic illness' is an a severe illness or injury which is expected to incapacitate the employee for an extended period of time and which creates a financial hardship because the employee has exhausted all of his/her accumulated paid leave time. *(As revised 7/25/2012)*

Donations shall be made in writing to the General Manager.

Written donations shall include the name of the employee to receive your donated sick leave hours, if known at the time of the donation, the number of hours to be donated and signed by the donor employee.

Sick leave hours donated will be withdrawn from the donor employee's accrued sick leave by the next pay period.

All sick leave hours donated are irrevocable.

#### 2. Using Hours Donated to Sick Leave Bank

Only regular Full-Time and Regular Part-Time employees are eligible to receive donated sick leave hours. Before receiving donated hours, the employee must exhaust his or her accumulated sick leave, comp time and all but 40 hours of accrued Vacation Time. These employees must apply in writing for sick leave hours from the District's Sick Leave Bank. This written request must indicate that the employee has a catastrophic illness or injury, is disabled and unable to return to work as verified by an attached physician's statement.

The physician's statement must include an estimate of the time before the employee can return to full work or modified work.

If the employee is able to return to modified work the physician's statement must include all work restrictions.

If the employee is determined by a physician to be permanently disabled from work, the employee is no longer eligible to receive sick leave from the District's Sick Leave Bank.

The District, at its discretion, is entitled, at District expense, to require an employee who is receiving sick leave from the District's Sick Leave Bank to be examined by a physician mutually agreed upon by the General Manager and the employee.

*VII-I. Time off to vote*

If an employee does not have sufficient time outside of working hours to vote at a statewide election, the employee may take up to two (2) hours off without loss of pay at the beginning or the end of the day. The employee must request prior approval of time off to vote from the General Manager.

*VII-J. Jury Duty and Court Appearances*

Regular Full-Time and Regular Part-Time employees who are required to serve as a juror shall be entitled to be absent from his or her duties during the period of such service.

Employees are required to notify their supervisor immediately to allow time for arrangements to be made to cover their duties and responsibilities while they are serving on jury duty.

Employees are required to return to work if excused from jury duty with more than one half day of their regular workday remaining.

Employees will receive full pay for the hours spent on jury duty for the hours they would have worked on their regular work schedule.

Employees who are subpoenaed to appear in court shall be allowed to do so without loss of compensation unless the employee is appearing as a party or an expert witness in a case unrelated to District business.

*VII-K. Bereavement Leave*

An employee may request paid time off in the event of a death in the immediate family as defined in Section VII-G.3.e "Sick Leave." The employee's request will identify the deceased and his or her relationship to the deceased, the number of paid and/or unpaid days requested. If the number of days exceeds three workdays, the request will give an explanation of why those days are necessary. *(As revised 7/25/2012)*

The General Manager shall have discretion to grant bereavement leave with or without pay.

The General Manager shall have discretion to establish the duration of Bereavement Leave.

#### *VII-L. Personal Leave With Pay*

Considering valid reasons, the length of service with the District, employee performance and the impact to work, the General Manager may authorize an employee to use leave with pay.

Requests for leave with pay must be presented to the General Manager in writing not less than five (5) working days prior to the time off requested except under legitimate, unforeseen circumstances.

The written request must include the employee's intention to return to work.

If an employee fails to return after his or her period of authorized paid leave, the employee will not be reinstated following the stipulations contained in Section VIII-B, "Job Abandonment."

#### *VII-M. Other Leaves with Pay*

##### 1. Organ Donation or Bone Marrow Transplant

Consistent with the provisions of Labor Code Sections 1508-1513, the District will grant paid time off for organ donation and bone marrow transplants. *(As revised 7/25/2012)*

##### 2. As Authorized by the General Manager

The General Manager may grant written authorization for absences with pay whenever circumstances would indicate that such an authorization is appropriate.

#### *VII-N. Family Care and Medical Leave Policy*

To the extent not already provided under current leave policies and provisions, the District will provide family and medical care leave for eligible employees as required by state law. Leave under this policy is unpaid. The following provisions set forth certain rights and obligations with respect to such leave. The rights and regulations for taking family care and medical leave are pursuant to the regulations of the California Family Rights Act ("CFRA").

##### 1. Reasons for Leave

Leave is only permitted for the following reasons:

The birth of a child or to care for a newborn of an employee. The placement of a child with an employee in connection with the adoption or foster care of a child.

Leave to care for a child, parent, domestic partner or a spouse who has a serious health condition.

Leave because of a serious health condition that makes the employee unable to perform the functions of his or her position.

##### 2. Employees Eligible for Leave

An employee is eligible for leave if the employee:

- Has been employed for at least 12 months; and has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.
- Is disabled by reason of pregnancy (i.e. no minimum eligibility period for pregnancy disability leave)

### 3. Amount of Leave

Eligible employees are entitled to a total of 12 workweeks of leave during any 12-month period.

Pregnancy disability leave may be combined with “baby bonding” leave.

### 4. Substitution of Paid Accrued Leaves

While on leave under this policy, an employee may elect to concurrently use paid accrued leaves. In accordance with CFRA, the District may require an employee to concurrently use paid accrued leaves after requesting CFRA leave, and may also require an employee to use qualifying CFRA.

### 5. Minimum Duration of Leave

If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one day, but less than two weeks duration on any two occasions.

If leave is requested to care for a child, parent, spouse or the employee him/herself with a serious health condition, the minimum amount of leave that must be taken is one day. The notice and medical certification provisions of this policy must be complied with.

### 6. Spouses Both Employed by the District.

In cases where the husband and wife are both employed by the District, they are both entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12 month period if leave is taken for the birth or placement for adoption or foster care of the employee’s child (i.e., bonding leave). This limitation does not apply to any other type of leave under this policy.

### 7. Employees Benefits While On Leave

While on leave, employees will continue to be covered by the District’s group health insurance to the same extent that coverage is provided while on the job.

If the employee fails to return to work after the entitlement period has been exhausted or expires, the District will no longer pay for group health insurance. The employee may continue group health insurance in accordance with section VII-B “Post-Termination Insurance Benefits (COBRA).”

### *VII-O. Pregnancy Disability Leave*

The District shall administer Pregnancy Disability Leave and Pregnancy Accommodation in accordance with the law.

Upon the expiration of approved Pregnancy Disability Leave, the employee shall be reinstated to her former position or to a comparable one if the former position is abolished during the period of leave and the employee would have otherwise not been laid off.

For employees being reinstated, the General Manager may require a statement from the attending physician that the employee is physically capable of resuming the regular duties of her position.

Failure to return to work after the authorized pregnancy leave results in the employee having no reinstatement rights.

Employees requesting Pregnancy Disability Leave should give reasonable notice of the date the leave shall commence and the estimated duration of the leave.

#### *VII-P. American with Disability Act (ADA) Leave*

In the event an employee develops a disability within the meaning of ADA and/or applicable disability laws and the District is reasonably able to accommodate the limits or restrictions on that employee's ability to work without undue hardship to the District by extending an unpaid leave, the District will do so. In any such cases, the employee must be otherwise qualified to perform the duties of any job that may be made available. In order to determine whether or not the employee's restrictions and/or limitations can reasonably be accommodated, the District will engage in a good faith and timely interactive process. In all such cases, the District will comply with the Americans with Disabilities Act and parallel California laws.

#### *VII-Q. Personal Leave without Pay*

Considering valid reasons, the length of service with the District, employee performance and the impact to work, the General Manager may authorize a District Regular Full-Time and Regular Part-Time employee to use leave without pay for the following reasons:

- Continuance of education or training of benefit to the District.
- Public Service
- Extended illness or disability; or
- Other reasons as the General Manager may deem appropriate

The employee must submit a written request for Leave without Pay to the General Manager. The written request must include the reason, the duration and the employee's expected return to work date.

A leave of absence without pay shall not exceed one (1) year.

All benefits shall be suspended for the duration of the Leave without Pay.

Dental and Health insurance may be continued if the employee pays for 100% of the District's and the employee's premiums plus a 2% administrative fee.

There is no guarantee of reinstatement at the conclusion of unpaid leave.

If an employee fails to return after his or her period of authorized un-paid leave, the employee will not be reinstated.

*VII-R. Military Leave*

Military Leave shall be granted in accordance with the requirements of State and Federal law. An employee requesting leave for this purpose shall provide to the General Manager, whenever possible, with a copy of the military orders specifying the dates, site and purpose of the activity or mission.

Within the limits of such orders, the General Manager may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave. A copy of USERRA will be given to each employee upon hire. (As revised 7/25/2012)

The Board of Commissioners may by resolution supplement military pay and benefits for employees called to Active Military Duty.

*VII-S. Emergency Duty*

Time off to perform emergency duty as volunteer firefighter, reserves police officer or emergency rescue person unless doing so would hinder the availability of emergency services provided by the District.

*VII-T. Legal Witness*

Time off to serve as a witness in legal proceedings.

*VII-U. Assist victim of domestic violence*

Time off to seek relief to help ensure the health, safety, or welfare of a domestic violence victim or the child of such victim.

*VII-V. Requested School Activity*

Time off to appear in an employee's child's school pursuant to the request of the school and/or to attend school or day care related activities.

*VII-W. Victim of Crime*

Time off related to one's status as a victim of crime, such as time off for victims of sexual assault, domestic or serious violent felonies.

*VII-X. Attend Drug or Alcohol Rehabilitation Program*

Time off related to participation in an alcohol or drug rehabilitation program. A maximum of ten days for spouses of military personnel when spouse is on leave from deployment during a period of military conflict.

*VII-Y. Reimbursement of Expenses*

Employees shall be reimbursed for out of pocket expenses incurred while on specifically authorized District business. Automobile mileage for privately owned vehicles shall be reimbursed at the current Internal Revenue Service approved rate except as otherwise stipulated by the Board.

*VII-Z. Optional Benefit Plan*

The District may provide an Optional Benefit Plan for Regular and Probationary employees. Such a program may be established by the Board, and may provide certain funds for reimbursement of various personal and professional expenses incurred by the employee. A copy of the plan may be obtained from the Accounting Department.

*VII-AA. Full-Time Employee Incentive Pay Programs (As Revised 10/10/2018)*

1. Educational Incentive Pay Program:

- \$25 per pay period for full-time employees who currently possess an Associate's Degree or who obtain an Associate's degree while employed with the District. The annual on-going benefit is \$650. Employees will provide degree documentation to Accounting.
- \$50 per pay period for full-time employees who currently possess a Bachelor's Degree or who obtain a Bachelor's Degree while employed with the District. Annual on-going benefit \$1,300. Employees will provide degree documentation to Accounting.

2. Bilingual Incentive Pay Program:

- \$50 per pay period for those full-time employees who test as fluent in reading, writing, and speaking at an English/Spanish bilingual level through a District designated testing program. The District will cover the cost of this testing once for each interested full-time employee. Participants of this incentive will be expected to provide translation services as part of their ongoing work duties. The annual on-going benefit is \$1,300.



## **VIII. TRANSITION WORK ASSIGNMENT PROGRAM**

The Transition Work Assignment Program (TWA) enables employees who are physically unable to perform their usual jobs to fill other important roles at the Port District. The program helps employees earn their salary while recovering from injuries or serious medical conditions and at the same time benefits the Port District by allowing the Port District to utilize its workforce efficiently and effectively. *(As revised 7/25/2012)*

### *VIII-A. Employees Eligible to Participate*

Participation is available for all Port employees who:

- Have a serious medical condition or injury, whether occupational or not.
- Can be expected to return to their usual and customary duties in a time period that does not impose an undue hardship on the Port District.
- Have medically-based temporary work restrictions from an authorized medical provider.
- Have reached Permanent and Stationary/Maximum Medical Improvement status and clarification of permanent restriction is still pending.

### *VIII-B. Employees Not Eligible to Participate*

The Transition Work Assignment Program does not apply to employee who:

- Have reached Permanent and Stationary/Maximum Medical Improvement status and/or have permanent work restrictions. In such cases reasonable accommodation will be considered.
- Have been unable to demonstrate adequate progress toward performing usual and customary duties. In such cases, reasonable accommodation will be considered.

### *VIII-C. Employee Participation*

Employees participating in the Transitional Return to Work Program:

- Will meet with the Harbormaster who will explain the program, their responsibilities and help monitor progress toward recovery.
- Will be assigned transitional work that can be performed safely and in compliance with the restrictions assigned by the doctor.

Transitional work assignments are not the employee's regular duties, they are temporary assignments or modifications to regular duties and generally limited to not more than 90 days. Extensions of the 90 day limit will be considered in cases where it appears that the extension would be consistent with the goals of the program. (For example, where the employee cannot get treatment within the 90 day time frame, but it does appear that they have a treatable condition and will be able to return to their usual and customary duties within a reasonable time frame).

Transitional work assignments are varied so employees with a wide variety of physical restrictions can participate.

Ideally, transitional work assignment will become more physically demanding as the employee's medical status improves.

Within the limits noted by the employee's physician, employees will be assigned to work as closely as possible to their normal schedule.

Employees may be assigned to a temporary supervisor while in the program; however, their regular supervisor will also follow their progress.

Employees will be expected to report on time to their assigned work location and to follow applicable time and attendance procedures.

Employees in the TWA will be paid their usual rate of pay, but will generally not be eligible for overtime.

All applicable Port District policies and procedure apply to employees in a TWA.

Collective bargaining agreements remain in effect during a TWA.

#### *VIII-D. Employee Responsibilities*

Employees participating in the TWA are responsible to:

- Perform transitional work tasks as assigned
- Notify transitional and regular supervisor of any change in address/phone number.
- Attend all medical appointment necessary to assist in recovery.
- Keep the treating physician informed of task assignments and progress in returning to the employee's usual and customary job.
- Work within the restrictions set by the employees treating physician. If the employee believes he/she cannot perform the tasks assigned, immediately notify the transitional supervisor.
- Report workplace injuries to their designated supervisor as soon as possible in accordance with established procedures.
- Keep required licenses, etc. up-to-date for return to their usual and customary job.

## **IX. SEPARATIONS FROM SERVICE**

Employees may be separated from service through voluntary resignation, job abandonment, dismissal or layoff.

### *IX-A. Voluntary Resignation*

An employee wishing to resign from the District shall file a verbal notification or written letter of resignation as soon as possible before the effective date of resignation. A resignation becomes final when accepted in writing by the General Manager. Once the General Manager has accepted a resignation in writing, it cannot be withdrawn. If the employee fails to give reasonable notice in light of the circumstances surrounding the resignation and the nature of employee's position, that failure may have a negative impact on the possibility of future employment with the District.

### *IX-B. Job Abandonment*

An employee is considered to have resigned if the employee is absent for five (5) consecutive workdays without prior authorization and without notification during the period of absence. No later than the third working day of unauthorized absence, the supervisor shall contact the employee by telephone or other means if possible or by overnight letter to the employee's last known address informing the employee that if the employee fails to report to work within two (2) workdays, or receive authorization for such absence, the employee will be deemed to have resigned. Employees separated from employment for job abandonment will be reinstated with such charge removed from the employee's record upon presentation of justification for absence such as severe accident, severe illness, arrest/detention, or mental or physical impairment that prevented notification. Employees have no right to appeal if deemed to have resigned as a result of job abandonment.

### *IX-C. Dismissal*

#### 1. Regular Employees

Regular Full-time employees to be dismissed are entitled to the rights and procedures set forth in Section IX-C, "Disciplinary Appeal Procedure."

#### 2. Other Employees

All other employee categories, as noted in section V-D, may be dismissed without right of appeal.

### *IX-D. Layoff*

The Board may choose to lay off employees as necessary because of lack of work, lack of funds, or whenever advisable in the interests of economy.

#### 1. Notice of Layoff

Employees to be laid off shall be given, whenever possible, at least fourteen (14) calendar days prior notice. The written notice of layoff shall include: (a) the reason(s) for the layoff, (b) the fact that the employee may have rights to accept demotion in lieu of layoff; (c) the effective date of the layoff, (d) the seniority considerations taken into account concerning those to be laid off, and, (e) information regarding the likelihood of possible reinstatement.

#### 2. Layoff By Seniority

Employees shall be laid off in the inverse order of their seniority in their classification. Seniority shall be determined based upon date of hire in or promotion to the classification and higher classifications. A lay off out of the inverse of Seniority may

be made if, in the General Manager's sole judgment, retention of special job skills is required. In cases where there are two or more employees in the classification from which the layoff is to be made who have the same seniority date, such employees shall be laid off on the basis of the last evaluation rating in the class.

### 3. Demotion in Lieu of Layoff

The General Manager may choose to demote employees in lieu of layoff when possible and under the appropriate circumstances. Employees in lower positions may be subject to displacement by demoted senior employees in the event of layoff.

### 4. Appeals Procedure for Layoffs

Employees may appeal to the Board in writing within thirty (30) days after receiving notice of layoff on the ground that the required procedure had not been complied with, that the layoff was made in pretextual and/or discriminatory manner, or was otherwise improper. Within thirty (30) days after such written appeal is filed, the Board or a committee of the Board may hold such hearing or investigation as it deems necessary.

### 5. Re-Employment Rights for Laid-off Employees

Regular Full-Time and Regular Part-Time employees, who have received a satisfactory or better evaluation for the 12 months prior to lay off, have completed their probationary period and who have been laid off, shall be automatically placed on a re-employment list for one (1) year for the classification from which they were laid off. The employee may be rehired should the position be reinstated within one (1) year of the effective date of the layoff or a new position be created within one (1) year which requires substantially the same duties.

#### *IX-E. Reinstatement*

A regular employee who has resigned, or has otherwise separated while in good standing, may be considered for reinstatement, upon recommendation of the General Manager, to a position in the former employee's classification for a period of one year after resignation or separation. The employee shall be reinstated to the salary range or step held at the time of resignation or separation and shall receive a new anniversary date that shall be the first date of employment upon reinstatement. The employee will serve a new probationary period.

#### *IX-F. Re-Employment*

The names of regular employees who have been laid off shall be placed on a re-employment list in the order of their seniority in the classification from highest to lowest. The names of these employees shall remain on this list for a period of one year unless such person is re-employed sooner. The employee must be declared "fit for duty" by a physician of the District's choosing before being considered for re-employment.

As a vacancy within the classification becomes available, the name appearing at the top of the list shall be selected to fill the vacancy.

An employee, who is selected from the list to fill the vacancy and refuses the assignment, shall be taken off the list and will not be considered further for re-employment.

Employees who are demoted as a result of a layoff shall have their names placed on a classification re-employment list in order of their classification seniority. Vacant positions within a classification series shall be first offered to employees on this list.

*IX-G. Payments Upon Termination of Employment*

Upon termination of employment, and after the employee has returned all property belonging to or issued by the District, the employee shall receive termination pay as follows:

1. Any unused sick leave, up to 720 hours, will be paid at the following rate:  
0 through 5 years of service - 12.5%  
6 through 10 years of service - 25%  
After 10 years of service - 37.5%
2. Unused compensatory time, up to 40 hours, will be paid at 100%
3. Unused vacation time, up to 250 hours, will be paid at 100%
4. Severance pay when specifically authorized by the Board.

## **X. DISCIPLINARY ACTION**

### *X-A. Grounds for Discipline*

Grounds for Discipline include, but are not limited to the following:

1. Fraud in securing employment or making false statement on an application for employment.
2. Incompetence, i.e., inability to comply with the minimum standard of an employee's position for a significant period of time.
3. Inefficiency or inexcusable neglect of duty, i.e., failure to perform duties required of an employee within his/her position.
4. Disobedience: The willful failure to comply with the legal and appropriate orders or directions of a person in a supervisory position.
5. Insubordination: Insulting or demeaning the authority of a supervisor or manager.
6. Dishonesty involving employment.
7. Being under the influence of or in possession of alcohol or illegal drugs or narcotics while on duty, being impaired by alcohol or illegal drugs while on duty which could impact the employee's ability to do his or her job. The provisions of section XIII – Drug Free Workplace will be followed prior to possible termination. *(As revised 7/25/2012)*
8. Lack of self-restraint.
9. Unexcused tardiness
10. Excessive absenteeism or inexcusable absence without leave.
11. Abuse of sick leave, i.e., taking sick leave without a doctor's certificate when one is required, or misuse of sick leave.
12. The conviction of either a misdemeanor involving moral turpitude or a felony shall constitute grounds for dismissal of any employee. The record of conviction shall be conclusive evidence of the fact that the conviction occurred. The General Manager may inquire into the circumstances surrounding the commission of the crime in order to fix the degree of discipline. A plea or verdict of guilty, or a conviction showing a plea of nolo contendere is deemed to be a conviction within the meaning of this Section.
13. A D.U.I. conviction shall be handled in accordance with the District's Drug-Free Workplace Policy, but may be grounds for dismissal if the employee's position requires the operation of District vehicles and the employee is deemed to be "uninsurable" by the District's insurance carrier.
14. Failure to observe safety precautions.
15. Activity, which has as its goal the overthrow of government.
16. Improper or unauthorized use of District property.
17. Misuse of District property.
18. Inattention to duty or negligence in the care and handling of District property.
19. Any willful act or conduct undertaken in bad faith, either during or outside of the duty hours, which is of such a nature that it causes discredit to the District or the employee's Department.
20. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, medical condition, ancestry, physical handicap, marital status, actual or perceived sexual orientation, gender, or age, against the public or other employees, while acting in the capacity of a District employee.
21. Retaliation against any other employee or member of the public who in good faith reports, discloses, divulges, or otherwise notifies an appropriate

- authority regarding a suspected violation of any law which occurs on the job or is directly related to employment with the District.
22. Engaging in any of the drug related conduct forbidden pursuant to Section XIII, "Drug-Free Workplace" of this Manual.
  23. Refusal to subscribe to any order or affirmation, which is required by law in connection with District employment.
  24. Violation of the rules and regulations enacted or prescribed by the District, Department or Section.
  25. Outside employment not specifically authorized by the General Manager.
  26. Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation of an employee for the performance of his or her official duties.
  27. The refusal of any officer or employee of the District to testify under oath before any Grand Jury having jurisdiction over any then pending cause of inquiry in which the investigation of government bribery or misconduct in District office is involved shall constitute of itself sufficient grounds for the immediate discharge of such officer or employee.
  28. Willful violation of any of the provisions of the ordinances, resolutions or any rules, regulations or policies, which may be prescribed by the District.
  29. Improper political activity. Example: Those campaigning for or espousing the election or non-election of any candidate in national, state, county or municipal elections while on duty and/or during working hours or in a District uniform on or off duty; or the dissemination of political material of any kind while on duty and/or during working hours or in uniform.
  30. Working overtime without authorization.
  31. Possession of a gun, rifle, crossbow or other device meant to be used as a weapon on District property.
  32. Making false or malicious statements concerning any employee, the District or the District's policies or practices.
  33. Sexual Harassment or other Harassment or Discrimination based on Protected Classes.
  34. Bullying: Aggressive behavior which is intended to physically or psychologically harm or intimidate another person.

#### *X-B. Procedures for Taking Disciplinary Action*

##### 1. "Business Day"

A "Business Day" is any day the District is open to the public, i.e. any day except Saturdays, Sundays and legal holidays recognized by the District.

##### 2. Notice of Disciplinary Action

Whenever the General Manager intends to suspend an employee for three (3) days or more, demote the employee, reduce the employee in pay or dismiss the employee, the General Manager or his or her designee shall give the employee a written notice of discipline which sets forth the following:

- a. The disciplinary action intended;
- b. The specific charges upon which the action is based;
- c. A summary of the facts upon which the charges are based;
- d. A copy of all written materials, reports, or documents upon which the discipline is based;
- e. Notice of the employee's right to respond to the charges either orally or in writing to the appropriate authority;

- f. The date, time and person before whom the employee may respond within three (3) business days; *(As revised 7/25/2012)*
- g. Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed;

For the purposes of this section, the three (3) business day notice requirement does not mean that an employee cannot be suspended, demoted, or terminated immediately. Rather, the employee can be so disciplined so long as the employee's regular compensation continues for the required three (3) business days necessary to effect valid written notice of disciplinary action.

### 3. Final Notice

After the consideration of the employee's response or the expiration of the employee's time to respond to the notice of intent, the appropriate authority shall:

- a. Dismiss the notice of intent and take no disciplinary action against the employee or
- b. Modify the intended disciplinary action; or
- c. Prepare and serve upon the employee a final notice of disciplinary action.

The final notice of disciplinary action shall include the following:

- a. The disciplinary action taken;
- b. The effective date of the disciplinary action taken;
- c. Specific charges upon which the action is based;
- d. A summary of the facts upon which the charges are based;
- e. The written materials, reports and documents upon which the disciplinary action is based.

### *X-C. Disciplinary Appeal Procedures*

District employees subject to disciplinary action have certain rights of appeal within the Ventura Port District. These appeal rights are in addition to any other rights that may be provided by statute or other law.

#### 1. Peace Officers Bill of Rights

The current Peace Officers Bill of Rights is applicable to any District employee who is designated as a Peace Officer.

#### 2. Employee's Response

The employee shall have the right to respond to the appropriate authority orally or in writing. In cases of suspensions, demotions, reductions in pay, or dismissal, the employee's response will be considered before final action is taken. If the affected employee does not respond within 15 business days, the disciplinary action taken will stand.

#### 3. Hearing before the General Manager

Within ten (10) business days of receiving the affected employee's written response to the Notice of Disciplinary Action, the General Manager shall contact the employee to arrange an informal meeting between the General Manager and the affected employee. Within five (5) business days after the affected employee meets with the General Manager, the General Manager will notify the affected employee of his or her decision.

#### 4. Request for Hearing before a Subcommittee of the Board

After receiving the decision of the General Manager, the employee may request a hearing before a subcommittee of the Board. The subcommittee of the Board must grant the affected employee a hearing in a contested disciplinary action. Hearings



may be held by the subcommittee of the Board or by any authorized representatives. The subcommittee or any authorized representative shall render a decision, which in its judgment is just and proper. The subcommittee or any authorized representatives shall have twenty business (20) business days within which to render its written decision.

#### 5. Conduct of Hearing

At the hearing before the subcommittee of the Board or authorized representatives, both the District and the employee shall be entitled to present evidence tending to support their position. That evidence may be in the form of documentary evidence, or the testimony of witnesses, under oath, be that testimony either live or by affidavit. Both the District and affected employee shall have the right to have legal representation at the hearing.

## **XI. GRIEVANCE PROCEDURES**

If a represented employee group has negotiated a Memorandum of Understanding or Collective Bargaining Agreement with grievance procedures included, those grievance procedures will take precedence over these procedures for the employees covered by that MOU or CBA.

### *XI-A. Definition of Terms*

A “grievance” is a written allegation by an employee, submitted as specified in these policies, claiming violation(s) of the specific express terms of the Human Resources Manual, Labor Law, MOU, CBA or other District policies. In most cases, an employee must exhaust the internal remedies before seeking other methods of review that might be provided by law.

A “grievant” is an employee adversely affected by an act or omission of the District.

A “Business Day” is any day the District is open to the public, i.e. any day except Saturdays, Sundays and legal holidays recognized by the District.

1. This grievance procedure is not to be used:
  - To appeal any action taken per Section X-C, Disciplinary Appeal Procedure; (*As revised 7/25/2012*)
  - For resolution of complaints;
  - To grieve items identified in section II as “Management Rights”;
  - In cases of oral reprimand;
  - To challenge job assignments;
  - To challenge promotional examinations or appointments.

While a formal grievance is pending, the employee is expected to continue to perform job functions and conduct himself or herself in a manner so as not to disrupt the conduct of business within the District, and, if at all possible, not to let the existence of the grievance interfere with productivity.

### 2. Filing a Grievance

Within ten (10) business days of the date the employee knew or should have known of the incident giving rise to the grievance, the employee must file a formal written grievance with his or her supervisor or with the General Manager if appropriate. This time limit shall be strictly adhered to. Any grievance filed more than ten business days from the date the employee knew or should have known of the act or omission giving rise to the incident shall be rejected and will not be processed further.

In filing a grievance, the employee must indicate the following information:

- The specific section of the Human Resource Manual, Labor Law, MOU, CBA or other District policies allegedly violated, misinterpreted or misapplied;
- The specific act or omission that gave rise to this alleged violation, misinterpretation or misapplication;
- The date or dates on which the violation, misinterpretation or misapplication occurred;
- What documents, witnesses or other evidence support the employee’s position;
- The remedy requested;

- The identity of the individual representing the employee, if employee is not representing himself or herself.

### 3. The Grievance Process

The immediate supervisor shall meet and review the grievance with the employee and respond to the employee in writing within five business days from the date of the meeting.

The employee, if not satisfied, may appeal to the General Manager.

The General Manager shall meet and review the grievance appeal with the employee and respond in writing to the employee within thirty (30) days from the date of the meeting.

If the Grievance involves the General Manager, the Board of Port Commissioners shall appoint a sub-committee to meet and review the grievance with the employee and respond in writing to the employee within thirty (30) days from the date of the meeting.

### 4. Limitations on the Decisions of Those Hearing Employee Grievances

Those hearing employee grievances shall neither add to, detract from, nor modify the language of the District rules or policies in considering the issues brought to them.

The written response shall be confined to the precise issues raised and submitted by the grievant.

Any monetary award granted to the grievant is limited to lost wages or benefits measured from the date of the grievance forward. No other monetary award shall be granted.

## **XII. DISCRIMINATION AND HARASSMENT PREVENTION POLICY**

The Ventura Port District is committed to providing a work environment free of discrimination and harassment. Discrimination or harassment violate this policy and will not be tolerated.

This policy defines discrimination and harassment and sets forth a procedure for the investigation and resolution of complaints of such discrimination or harassment by or against any employee, applicant or person providing services pursuant to a contract.

Discrimination and harassment are the negative treatment of an applicant, employee or person providing services pursuant to a contract based on actual or perceived race, religious creed, gender, national origin, ancestry, disability, medical condition, marital status, age, sexual orientation, gender expression, gender identification, or any other basis protected by Federal, State or local law. Retaliation against any individual for making a complaint of discrimination or harassment, or for participating in a discrimination or harassment investigation, is also improper and constitutes a violation of the policy.

This policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities and compensation.

Employees who violate this policy may be subject to disciplinary action up to and including termination.

### *XII-A. Definition*

Harassment can consist of virtually any form or combination of verbal, physical, visual or environmental conduct. It need not be explicit or even specifically directed at the victim. Sexually harassing conduct can occur between people of the same or different genders. Harassment includes, but is not limited to the following misconduct:

1. Verbal: Inappropriate or offensive remarks, slurs, jokes or innuendoes based on actual or perceived race, gender, religious creed, national origin, ancestry, disability, medical condition, marital status, age, sexual orientation, gender identity, genetic information or any other basis protected by Federal, State or local law. This may include, but is not limited to, inappropriate comments regarding an individual's body, physical appearance, attire, sexual prowess, marital status, pregnancy, sexual orientation, unwelcome flirting or propositioning; demands for sexual favor; verbal abuse, threats or intimidation, or patronizing or ridiculing statements that convey derogatory attitudes about a particular person in a protected category. *(As revised 7/25/2012)*
2. Physical: Inappropriate or offensive touching, assault, or physical interference with free movement when directed at an individual on the basis of actual or perceived race, sex, religious creed, national origin, ancestry, disability, medical condition, marital status, age, gender identity, genetic information or sexual orientation. This may include, but is not limited to, kissing, patting, lingering or intimate touches, grabbing, massaging, pinching, leering, staring, unnecessarily brushing against or blocking another person, whistling or sexual gestures.
3. Visual or Written: The display or circulation of offensive or derogatory visual or written material related to race, sex, religious creed, national origin, ancestry, disability, medical condition, marital status, age, gender identity, genetic information or sexual orientation. This may include, but is not limited to, posters,

cartoons, drawings, graffiti, reading materials, e-mail, computer graphics or electronic media transmission.

4. Environmental: A work environment that is permeated with sexually oriented talk, innuendo, insults or abuse. A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements. An environment may be hostile if unwelcome sexual behavior is directed specifically at an individual or if the individual merely witnesses unlawful harassment in his or her immediate surroundings. The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual's work. A hostile work environment may also be created by the above-described behavior directed toward employees in other categories protected by state and federal non-discrimination laws. As with sexual harassment, these type of harassing behavior are prohibited. *(As revised 7/25/2012)*

Romantic or sexual relationships between supervisors and subordinate employees are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcomed sexual relationship may change with the result that sexual conduct that was once welcomed becomes unwelcome and harassing.

Harassment, sexual or otherwise, is not within the course and scope of an individual's employment with the District. *(As revised 7/25/2012)*

#### *XII-B. Prohibited Supervisory or Managerial Behavior*

No supervisor, manager, or other authority figure may condition any employment, employee benefit or continued employment in the Ventura Port District on the applicant or employee's acquiescence to any of the behavior defined above.

No supervisor, manager, or other authority figure may retaliate against any applicant or employee, because that person has opposed a practice prohibited by this policy or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing conducted by an authorized investigator.

No person shall destroy evidence relevant to an investigation of discriminatory harassment.

#### *VII-C. Behavior Prohibited By All Persons*

No supervisor, manager or any other District employee shall create a hostile or offensive work environment for any other person by engaging in any discriminatory or harassing behavior or by tolerating it on the part of any employee of the District.

No person in the District may retaliate against any employee because that person has opposed a practice prohibited by this policy or has filed a complaint, testified, assisted or participated in any manner in an investigation proceeding or hearing conducted by an authorized investigator.

#### *XII-D. Obligations of Supervisors/Managers*

A copy of this policy shall be provided to all employees of the District, as well as displayed in prominent locations throughout the District.

A copy of the information sheet on sexual harassment prepared by the Department of Fair Employment and Housing is available to all District employees upon request.

The District shall periodically notify employees of the procedures for registering a complaint as well as available redress. Such notification shall occur through the normal channels of communication.

The District shall make available upon request information from the Department of Fair Employment and Housing and the Equal Employment Opportunity Commission on the procedures for filing claims of sexual harassment with these entities.

A copy of this Discrimination and Harassment Policy shall appear in any District publication that sets forth the comprehensive rules, regulations, procedures and standards of conduct for employees.

Employees of the District shall receive periodic training on this policy.

#### *XII-E. Complaint Procedure for Discrimination or Harassment*

##### *1. Obligations of All Employees*

All employees of the District should immediately report any conduct that they believe violates the District's discrimination or harassment policies based on actual or perceived race, religious creed, gender, national origin, ancestry, disability, medical condition, marital status, age, sexual orientation, gender expression, gender identification. This includes conduct they personally experience or directly observe, whether or not the employee who is the object of the conduct reports the conduct. This also includes conduct by non-employees, such as tenants, contractors, the Board of Port Commissioners, sales representatives or vendors.<sup>1</sup> *(As revised 7/25/2012)*

Employees should immediately report the conduct to their supervisor, manager, any other manager or the General Manager. Under no circumstances shall employees of the Ventura Port District who believe they have been the victims of discrimination or harassment be required to first report that harassment to a supervisor or other authority figures if that person or authority figure is the individual who has done the harassing. These employees should instead report the conduct to any supervisor, manager, department head or the General Manager. If the subject of the discrimination or harassment is the General Manager, the employee should bring the conduct to the attention of any Board member who shall forward the information to the Chair of the Board.

All employees must cooperate with any investigation of any alleged act of discriminatory harassment conducted by the District or its agents.

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<sup>1</sup> The District's employees must understand that the District cannot prevent members of the General Public from exercising their First Amendment Rights to Free Speech, which includes the right to swear and be disrespectful. *(As revised 7/25/2012)*

## 2. Responsibilities of Supervisors or Management

Any supervisor, manager or Department Head who receives a complaint regarding discriminatory harassment shall immediately report it to the General Manager or a Board Member if appropriate.

Under no circumstance shall a supervisor, manager Department Head or other authority figure retaliate in any way against an employee who has made a complaint or who has provided information as a witness to an incident of alleged discrimination or harassment.

All supervisors and managers are required to maintain confidentiality to the extent possible in communicating or investigating any claim of alleged discrimination or harassment.

### *XII-F. Investigation/Corrective Action*

The General Manager will authorize an investigation or conduct an investigation of the complaint. The investigation will be conducted in a manner that ensures, to the extent feasible, the privacy of the parties involved.

The person designated to investigate shall immediately report in writing the findings of fact to the General Manager. The General Manager will determine whether the policy has been violated and communicate the conclusion to the complainant.

Disciplinary action shall be decided in accordance with the Ventura Port District policy and after consultation with the General Manager.

### **XIII. EMPLOYEE CONDUCT AND RESPONSIBILITIES**

#### *XIII-A. Conduct*

District employees are expected to conduct themselves at all times in a manner which will reflect favorably on the District and which engenders the respect of the public.

#### *XIII-B. Job Responsibilities*

Employees are expected to be prompt in reporting to work and are further expected to carry out their duties conscientiously until the end of their shift. As an integral member of the District, every employee should actively seek out ways to improve their job performance, as well as to improve the overall efficiency and effectiveness of the District.

#### *XIII-C. Care of Equipment*

District employees must respect District equipment and guard against misuse, abuse, and waste of District supplies, equipment, and other property.

#### *XIII-D. Use of District Equipment Prohibited*

Personal use of District equipment is prohibited. No employee shall allow any unauthorized person to rent, borrow, or use any Port District equipment.

#### *XIII-E. Personnel Records*

Employees must notify the personnel office of any change in information contained in their personnel records, including, but not limited to changes of name, address, marital status, and emergency contacts.

#### *XIII-F. Employee Dress Code*

The District has adopted the following standards of dress for its employees:

- All clothing must be neat, clean and in good repair.
- Prescribed uniforms and safety equipment must be worn where applicable;
- Footwear must be appropriate for the work environment and functions being performed;
- Hair must be neat, clean and well groomed;
- Beards, mustaches and sideburns must be maintained in a neat and well-groomed fashion;
- Jewelry is acceptable except in areas where it constitutes a health or safety hazard;
- Good personal hygiene is required;
- Dress must be appropriate to the work setting, particularly if the employee deals with the public;

The General Manager will serve as the final authority on the appropriateness of dress.

#### *XIII-G. Outside Employment*

Full-time employees of the District are expected to devote to the District the hard work and commitment that public service demands. As such, the District generally expects its employees to limit their employment efforts to the District alone and not to seek or accept outside employment. However, those employees wishing employment with another employer concurrently with their employment with the District may petition the General Manager for permission to accept outside employment. If the General Manager determines that the outside employment will not interfere with the employee's ability to carry out his or her District responsibilities and that such employment will not impact



negatively on the employee's efficiency or commitment to the District, the General Manager may grant written approval for such outside employment. Additionally, the General Manager will determine whether the outside employment presents a conflict of interest for the employee and may deny permission for outside employment should a conflict of interest arise.

In the event that approval is given, the District may at any time revoke that approval if it becomes evident that the outside employment is affecting the employee's job performance with the District, putting that employee at risk for potential injury or creating a conflict of interest.

#### *XIII-H. Violations and Penalties*

Any violation of the provisions contained in the policy on use of District property or unauthorized outside employment constitute sufficient grounds for disciplinary action, up to and including dismissal.

#### *XIII-I. Smoking*

In order to maintain a safe, comfortable working environment and to ensure compliance with applicable laws, smoking in District offices and facilities is strictly prohibited. Employees shall not smoke within twenty feet of any entrance or window of a District workplace. Employees may not smoke in any District vehicle or vessel. If an employee observes a non-employee smoking in an enclosed workplace, the employee shall request, when appropriate, that the non-employee who is smoking refrain from smoking in the enclosed workplace. Because the District may be subject to criminal and civil penalties for violations of applicable smoking laws, we must insist on strict adherence to this policy. Employees smoking in a non-smoking area will be subject to disciplinary action.

#### *XIII-J. Safety*

Employee safety is a top priority at the Ventura Port District. All employees are expected to take every necessary precaution to ensure a safe work environment and to avoid injury both to themselves as well as to others. Any unsafe working conditions or accidents on the job must be reported to a supervisor immediately, regardless of extent. The District shall furnish each employee appropriate personal safety equipment that shall be used by the employee when conditions warrant or when directed by a supervisor.

#### **XIV. DRUG FREE WORKPLACE**

##### *XIV-A. Policy and Purpose*

It is the policy of Ventura Port District to create a drug free work place in keeping with the spirit and intent of the Drug Free Work Place Act of 1988. The use of alcohol and/or controlled substances in the work place is inconsistent with the behavior expected of District employees and subjects all employees, residents and visitors to unacceptable safety risks, and undermines the District's ability to operate effectively and efficiently.

The Ventura Port District has established this Substance Abuse Policy to provide the greatest degree of protection possible to the public and to District employees. The purpose of this policy is to:

- Establish and maintain the District's high level of achievement in providing a safe and healthy working environment for all employees;
- Ensure worker fitness for duty and protect our employees and the public from risks posed by the use of alcohol and/or controlled substances;
- Reduce accidental injury to persons or property and the additional costs, including medical expenses, associated with such accidents and injuries;
- Ensure the safe and efficient performance of employee duties, to promote productivity, and reduce absenteeism and tardiness and other areas of unacceptable job performance; and
- Cooperate with the rehabilitation of those employees who seek such help.

The District recognizes that drug, alcohol and other controlled substance abuse of employees in the work place is a serious and growing problem of nation-wide proportions. The District is taking this opportunity to reaffirm its commitment to a drug and alcohol free work place.

##### *XIV-B. Applicability*

As a condition of employment, all employees are required to comply with all applicable personnel policies and rules.

This substance abuse policy applies to all District employees.

This policy applies at all times while District employees are on District premises or temporarily off-District premises with an expectation to return to the workplace.

This policy applies to use of prohibited substances by District employees while off-duty and off-premises, to the extent that such employees engage in conduct prohibited by this policy and such conduct tends to create a risk to persons or property, or to District efficiency upon the employee's return to work.

A safety-sensitive position is defined as any position requiring the use of a Class "A" or Class "B" commercial driver's license, any position involving the transport of hazardous materials and requiring a hazardous materials endorsement on their driver's license, or any position involving the operation of a boat or other motorized watercraft. A safety-sensitive employee is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety sensitive functions.

#### *XIV-C. Definitions*

##### 1. Controlled Substances

A general term used to describe a group of substances that includes illegal drugs, medications that can be misused or abused, alcohol, and other substances that can affect one's performance in the workplace.

##### 2. Prohibited Substances.

As used in this policy, "prohibited substances" include, but are not limited to, the following:

- Drugs: marijuana, amphetamines, cocaine, opiates, and phencyclidine.
- Mental and Mind Altering Substances: Inhalants, nitrous oxide, glue, and such other mind altering substances.

The General Manager may consider requests for accommodation of properly-prescribed medical marijuana on a case-by-case basis, subject to the below-described conditions for prescription drugs. In no case shall a request for accommodation of medical marijuana be granted to any employee in a safety-sensitive position or in any position which requires driving. *(As revised 7/25/2012)*

##### 3. Regulated Substances.

Alcohol: The use of beverages or substances, including any medication containing alcohol such that it is present in the body at a level in excess 0.02% while actually performing, ready to perform, or immediately available to perform any District business, is prohibited. "Alcohol" is defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl or isopropyl alcohol.

Prescription and over-the-counter medications: Medications shall only be used for their designed purposes. An employee who is taking a medication that may cause drowsiness or impair motor function shall report its use to his or her Supervisor. If the employee feels that the medication is affecting his or her ability to perform his or her job, or the employee's supervisor has reasonable concern that the medication is affecting the employee's ability to perform his or her job, the employee shall request sick leave, if available, and leave the premises. The employee shall not be subject to disciplinary action.

#### *XIV-D. Prohibited Conduct.*

##### 1. Possession, Use, Manufacture and Trafficking.

No employee shall engage in the unlawful manufacture, distribution, dispensing, possession, receipt, sale, purchase or use of a prohibited substance or alcohol on District premises, in District vehicles, or while conducting District business off the premises.

##### 2. Drug Paraphernalia.

Except for medically approved purposes, no employee shall engage in the possession, distribution, sale, manufacture or use of paraphernalia normally used for consumption or use of controlled or prohibited substances or alcohol on District premises, in District vehicles, or while conducting District business off the premises. Possession or use of needles will be permitted for medically approved purposes, i.e., the administration of insulin for a person with diabetes. The employee must submit a

written memo to the General Manager requesting permission to possess needles for medically approved purposes. The employee shall use and dispose of said needles in a medically safe manner.

### 3. Impairment.

All employees are prohibited from being under the influence of alcohol or other prohibited substances during working hours. The use of prescription drugs is prohibited in the work place by any person other than the person for whom they are prescribed. Such drugs will be used only in the manner, combination and quantity prescribed. The employee shall advise their supervisor prior to operating machinery, vehicles or equipment that they are taking such medication. Any employee who is reasonably suspected of being impaired, under the influence of a prohibited substance, or otherwise not fit for duty due to substance abuse shall be removed from their duties and be required to undergo a reasonable suspicion test for alcohol or drugs, as hereinafter provided.

### 4. Alcohol.

No employee may report for duty or remain on duty when his or her ability to perform assigned function is adversely affected by alcohol or when it has been determined by a District designated lab or a certified testing facility that his or her breath alcohol or blood alcohol concentration is 0.02% or greater. No employee shall use alcohol while on duty or while performing safety sensitive functions. No safety sensitive employee shall use alcohol within four hours of reporting for duty nor during hours that he or she is on call. Violation of this provision is prohibited and will subject the employee to removal from duty and referral to a Substance Abuse Professional ("SAP") as defined in section XIII-F "Employee Assessment".

#### *XIV-E. Testing for Prohibited Substances and alcohol.*

##### 1. Testing Procedures.

Analytical urine controlled substance testing and breath testing for alcohol will be conducted in accordance with established industry standards at a District-designated laboratory or a certified testing facility. All employees shall be subject to testing prior to employment (drug testing only), based on reasonable suspicion by a Supervisor trained in drug and alcohol recognition, verified by a second trained Supervisor if one can be obtained within 15 minutes: and following a serious accident. All employees will also be tested prior to returning to duty after failing a controlled substance and/or alcohol test. Employees who have returned to duty will be subject to unannounced follow-up tests as determined by a SAP. Safety sensitive employees who perform safety sensitive functions shall also be subject to testing on a randomly selected, unannounced basis, in addition to the testing outlined above.

Testing shall be conducted in the manner designed to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities, which meet all applicable standards. All testing will be conducted consistent with procedures, as established by the laboratory, and consistent with industry standards. The prohibited substances that will be tested for include marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). An initial controlled substance screen will be conducted on each specimen. For those specimens that are positive, a confirmatory gas chromatography/mass spectrometry (GC/MS) test will be performed. The test will be considered positive if the prohibited substance levels

present are above the minimum thresholds established in guidelines published from time to time by the Department of Transportation.

Tests for alcohol concentration will be conducted utilizing an approved Evidential Breath Testing (EBT) device operated by a trained Breath Alcohol Technician (BAT). If the initial test for safety-sensitive employees indicates an alcohol concentration of 0.02% or greater, a confirmation test will be performed at a District designated laboratory to confirm the results of the initial test. An employee who has a confirmed alcohol concentration above 0.00%, but less than 0.02%, will be removed from his or her position for at least twenty-four hours unless a re-test results in an alcohol concentration of 0.00%. However, unless the alcohol concentration is 0.02% or greater, the fact that an employee was removed from duty in the interests of safety shall not form the basis for any discipline.

An alcohol concentration of 0.02% or greater will be considered a positive alcohol test and in violation of this policy.

Any employee who has a confirmed positive prohibited substance or alcohol test will be removed from his or her position, informed of education and rehabilitation programs available, and evaluated by a SAP. The District will make every effort to, and affirms the need to, provide individual employees with dignity, privacy, and confidentiality throughout the testing process.

## 2. Pre-employment Screening.

All applicants for employment with the District shall be subject to a fitness for duty examination, which shall include controlled substance urine testing. Such pre-employment screening practices are designed to prevent the employment of individuals who use illegal drugs or whose use of legal drugs indicates a potential for impaired or unsafe job performance. If the applicant is under the age of 18, the applicant's parent or guardian must sign a consent form authorizing the examination and testing. All offers of employment shall be contingent upon the applicant passing the fitness for duty examination.

## 3. Reasonable Suspicion Testing.

All employees shall be subject to urine and/or breath testing when there is a reason to believe that controlled substances or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented, objective facts and circumstances, which are consistent with the effects of substance abuse. Examples of reasonable suspicion include, but are not limited to, the following:

- Physical signs and symptoms consistent with substance abuse or prohibited substance abuse use and adequate documentation of unsatisfactory work performance consistent with substance abuse.
- The occurrence of a serious or potentially serious accident caused by human error.
- Fights (to mean physical contact), assaults and flagrant disregard or violations of established safety, security, or other operational procedures.

Reasonable suspicion determinations will be made by a supervisor who is trained to detect the signs and symptoms of controlled or prohibited substance and alcohol use and abuse and who reasonably concludes that an employee may be adversely

effected or impaired in his or her work performance due to prohibited substance abuse or misuse.

#### 4. Post-accident testing.

All employees will be required to undergo controlled substance and/or breath alcohol testing if they are involved in an accident with a District vehicle or with District equipment while on duty that results in serious bodily injury requiring transportation to a medical treatment facility, death, or when one or more vehicles incurs disabling damage that requires towing from the site. Employees will also be required to undergo controlled substance and/or breath alcohol testing if they are involved in an accident involving damage to District property estimated at greater than \$5,000.00, or constituting a threat to the public safety and health.

Following an accident, the employee will be tested as soon as possible, but not to exceed eight hours after the accident for alcohol testing and 32 hours after the accident for controlled substance testing. An employee involved in an accident shall not consume alcohol until they have undergone testing for alcohol. Any employee who leaves the scene of the accident without the appropriate authorization and without submitting to controlled substance or alcohol testing will be considered to have refused the test and subject to disciplinary action up to and including termination. Post-accident testing will include not only the affected employee, but also any other employee whose performance could have contributed to the accident.

#### 5. Random Testing.

Those employees working in safety sensitive classifications will be subject to randomly-selected unannounced testing. The random selection will be performed using a scientifically valid method. Each safety sensitive employee will have an equal chance of being tested each time selections are made. Safety sensitive employees will be tested either just before, during, or just after the safety sensitive employee is on duty.

#### 6. Return-to-Duty Testing.

All employees who previously tested positive on a controlled substance or alcohol test must test negative and be evaluated and released for duty by the Substance Abuse Professional (SAP) before being allowed to return to their jobs. As determined by the SAP, employees will be required to undergo unannounced follow-up controlled substance and/or alcohol breath testing following his or her return to duty. The duration of the period during which the employee is subject to such testing, and the frequency of such testing, will be as determined by the SAP. However, it shall not be less than six tests during the first 12 months nor longer than 60 months total, following return to duty.

#### 7. Employee Requested Testing.

Any employee who questions the result of a controlled substance abuse test may request that an additional test be conducted. The additional test may be conducted at the same laboratory or at a different certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. All costs for such testing are to be paid by the employee, unless the second test invalidates the original test, in which event, the District will pay the cost of testing. The method of collecting, storing, and testing the split sample will be

consistent with established procedures. The employee's request for a re-test must be made to the doctor responsible for analyzing the original laboratory results, within 72 hours of receiving notice of the initial test result. Requests after 72 hours will be accommodated only where the employee can establish that the delay was due to circumstances beyond the control of the employee.

#### *XIV-F. Employee Assessment*

Any employee who tests positive for the presence of controlled prohibited substances or whose breath alcohol concentration is above the 0.02% minimum threshold set forth in this policy, will be assessed by a Substance Abuse Professional (SAP). A SAP is a licensed physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge and clinically experienced in the diagnosis and treatment of alcohol and substance abuse related disorders. The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse. The cost of any rehabilitation and subsequent controlled substance and/or alcohol testing is to be the responsibility of the employee. Employees may use accumulated sick leave, vacation and floating holidays, if any, to participate in a prescribed rehabilitation program.

If an employee is returned to duty following rehabilitation, he or she must agree to and sign a Return-to-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test, and be subject to unannounced follow-up tests for a period of one to five years, as determined by the SAP.

Employees will be given only one chance for rehabilitation under this policy. The affected employee will be immediately terminated on the occurrence of a second verified positive test result by a District designated lab.

#### *XIV-G. Compliance with Testing Requirements*

All employees are subject to controlled substance testing and breath alcohol testing in accordance with this policy. Any employee who refuses to comply with a request for testing, who provides false information in connection with the test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty immediately and be referred to an SAP. Refusal to submit to a test can include an inability to provide a urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test. Failure to comply with testing requirements or failure to comply with a referral to a SAP will result in immediate termination.

#### *XIV-H. Rehabilitation Programs*

The District encourages any employee who may have a controlled substance abuse problem to seek confidential counseling and assistance to a qualified program or professional, or through the District's Employee Assistance Program. The District intends to support those employees who voluntarily seek such assistance, but also intends to promptly and firmly identify and discipline those employees who engage in substance abuse which has a negative effect on job performance. An employee with a controlled substance and/or alcohol problem will be afforded an opportunity for treatment in accordance with the following provisions:

### 1. Mandatory Admittance

A rehabilitation program is available for employees who have tested positive for a prohibited substance on a one-time basis only. Employees will be immediately terminated on the occurrence of a second verified positive test result. The employee will pay program costs and subsequent controlled substance and/or testing costs. When recommended by the SAP, participation and completion of the rehabilitation program is mandatory. Failure of an employee to attend and/or complete a prescribed program will result in termination from employment. Prior to return-to-duty testing, an employee must follow the rehabilitation program recommended by the SAP and agree to and sign a Return-To-Duty Agreement. The duration and frequency of follow-up testing will be determined by the SAP but will not be shorter than one year or longer than five years.

### 2. Voluntary Admittance

All employees who feel they have a problem with controlled substances and/or alcohol may request voluntary admission to a rehabilitation program. The employee will pay program costs and subsequent controlled substance and/or alcohol-testing costs. An employee failing to complete the program will be subject to termination from employment. An employee completing a rehabilitation program must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up testing for 36 months following return to duty. A positive result on a return-to-duty test or on the unannounced follow-up test within a 36-month period will result in termination from employment. Employees may use accumulated sick leave, vacation and floating holidays to participate in a rehabilitation program.

#### *XIV-I. Notifying the District of Criminal Drug Conviction*

Any employee convicted of a crime involving the manufacture, distribution, possession or use of a controlled substance or convicted of driving under the influence of alcohol or drugs shall notify the District of such conviction not later than five (5) days after such conviction. A plea of no contest shall constitute a conviction for purposes of this rule and for purposes of imposing discipline under District rules and regulations governing employee conduct. Upon conviction of a crime involving alcohol or drugs as specified above, the employee shall be referred to a SAP for rehabilitation assessment. The SAP will evaluate the employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

#### *XIV-J. Return to Duty Agreement*

If an employee is returned to duty following rehabilitation, he or she must agree and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test, and be subject to unannounced follow-up tests for a period of 12 to 60 months. The cost of any rehabilitation and subsequent controlled substance and/or alcohol testing is to be paid by the employee. Employees may use accumulated sick leave, vacation and floating holidays, if any, to participate in a prescribed or voluntary rehabilitation program.

#### *XIV-K. Employee Assistance Program*

The District has established an Employee Assistance Program ("EAP") to provide all employees with consultation and referral services in order to reduce the effect of employee personal problems on job performance.



An employee's personal problems may manifest themselves in the work environment and seriously impact job performance. In an effort to ameliorate such impacts, the District makes available to its employees and their immediate family the services of the Employee Assistance Program. All employees are strongly encouraged to utilize the EAP on a self-referral basis. Any employee who persists in deficient job performance as a result of personal problems and does not seek assistance on his or her own initiative may be recommended by the employee's supervisor to the EAP. Participation with the EAP is voluntary, however, and is not part of the District's disciplinary process. Should a supervisor refer the employee to EAP, the employee may request that the EAP release pertinent information to the supervisor making the referral. Such information shall be provided only if the employee signs a conditional waiver of privileged communication allowing for the release of such information.

Confidentiality is of the utmost importance to the District in this regard and is necessary for the ultimate success of the EAP. The EAP is governed by federal and state confidentiality standards and law, and can provide a valuable means for improving both the job performance and personal satisfaction of District employees.

## **XV. ACQUIRED IMMUNE DEFICIENCY SYNDROME**

The District recognizes that employees with life threatening illness such as Acquired Immune Deficiency Syndrome ("AIDS") may wish to continue their employment and, in fact, that continued employment may be therapeutically important to their overall health. The District also recognizes that it must satisfy its legal obligations to provide a safe environment for all employees, members of the public and other visitors to our premises. As long as employees who have AIDS are able to maintain acceptable performance standards in accordance with established District policy and procedures, and the weight of medical evidence continues to indicate that AIDS cannot be transmitted by casual workplace contact, employees with AIDS will be permitted to continue to work. In determining such an employee's ability to continue in employment, the District will consider making reasonable accommodations to the employee's condition, consistent with applicable Federal, State, and local laws.

The District will conduct training sessions with employees to provide information about the nature of the disease and to help allay the fears often experienced by employees owing to a lack of understanding of AIDS and especially on how it can be transmitted. Any employee who suffers from AIDS or a related illness should contact the General Manager, in confidence, immediately. The District will take all reasonable precautions, to the maximum extent possible, to ensure that information about an employee's condition remains confidential and will provide the employee with any available information about his or her illness, as well as other programs that are available, to assist the employee and his or her family.

## **XVI. CONTINUING EDUCATION AND TRAINING**

The District strongly encourages employees to participate in ongoing education and training programs. The District from time to time offers in-house training programs for the purposes of improving employee efficiency, effectiveness, and professional development.

Certain courses offered by education providers other than the District may be considered appropriate training programs for employees provided the General Manager approves them. All completed in-house training as well as District approved training by an outside provider shall be taken into consideration when making advancements and promotions of employees. It is the responsibility of the employee to notify and provide documentation of completion of such training programs. Such documentation will be made a part of each employee's personnel file.