

MEMORANDUM OF UNDERSTANDING

Between

CRESCENT CITY HARBOR DISTRICT

AND THE NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL

**AND THE CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES
CONFERENCE BOARD**

AND THEIR AFFILIATES

**CRESCENT CITY HARBOR DISTRICT
MEMORANDUM OF UNDERSTANDING**

Section 1. TERMS AND CONDITIONS

This Memorandum of Understanding (“MOU”) is an agreement between the Crescent City Harbor District (hereinafter known as the “District”) and the Maintenance Personnel Bargaining Unit (“MPBU”), represented by the Northern California Carpenters Regional Council, the Carpenters 46 Northern California Counties Conference Board and its affiliated Local Unions (hereinafter known as the “Union”), and is intended to define the wages, benefits, hours, and working conditions of the employees identified in this MOU, during the term set forth in this MOU, following ratification and approval by the Board of Directors Commissioners of the Crescent City Harbor District, and the members of the Crescent City Harbor District Maintenance Personnel Bargaining Unit.

Section 2. RECOGNITION

The District has recognized the Union as the exclusive collective bargaining representative for permanent full-time, permanent part-time and probationary employees in the following job classifications:

- Maintenance Worker I
- Maintenance Worker II
- Maintenance Worker III
- Maintenance Worker IV
- Maintenance Worker Foreman

The Maintenance Personnel Bargaining Unit shall provide the District with the current name(s), address(es) and telephone number(s) of its designated representative and the name(s), address(es) and telephone number(s) of persons authorized to act on its behalf to receive service in its name.

Temporary employees are not included in the Unit. Temporary employees are defined as employees that the District hires with the intent that they will be temporary. Temporary employees may work up to six months; however, the District will provide the Union written notice if it intends to retain a temporary employee beyond four (4) months.

Section 3. MANAGEMENT RIGHTS

Unless specifically in conflict with this MOU, all management rights shall remain vested exclusively with the District.

Section 4. AGENCY SHOP

A. The District shall give written notice to persons being processed for employment in positions represented by the Union of, (a) the name and address of the Union and (b) the fact that the Union is the exclusive bargaining representative for the employee’s bargaining unit and classification.

B. Except as otherwise provided for in this MOU, each employee represented, as a condition precedent to employment, be required to execute an authorization for the payroll deduction of Union dues or of the service fee not to exceed Union dues. Said authorization shall be made on a form approved by the District and provided by the Union. The Union shall receive copies of executed

authorization forms from the District. All deductions shall commence on the third pay period of employment.

C. Except as otherwise provided for in this MOU, each person represented by the Union shall be liable for payroll deduction of Union dues or a service fee not to exceed Union dues during the term of this Memorandum of Understanding. Commencing three pay periods following the effective date of this section. The District shall make payroll deductions of Union dues or a service fee not to exceed dues or a charitable contribution as provided for below. This obligation supersedes any inconsistent provisions of the District's personnel ordinance.

D. Any employee who is a member of a bona fide religion, body or sect which historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Union as a condition of employment, and is excluded from the provisions above. Such employee shall authorize a payroll deduction in an amount equal to service fees to a non-religious, non-labor charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Said payroll deduction shall be made to an organization for which payroll deductions have been arranged through the District Auditor/Comptroller. Each person requesting exemption among the agency shop provisions of this article shall file a claim with the Union on a form approved by the District and provided by the Union.

E. This Agency Shop provision shall not apply to management, confidential or supervisory employees.

F. The Union shall indemnify, defend and hold the District harmless against any claims, demands, lawsuits or any other action initiated against the District arising from compliance with any of the Union dues deductions provisions of this MOU.

Section 5. VOLUNTARY DUES DEDUCTION

The District shall grant voluntary payroll deductions for Union membership dues as follows:

A. Payroll deductions shall be for a specific amount and uniform among employee members of the Union. Payroll deductions shall be limited solely to membership dues. Dues deductions shall be made only upon the employee's written authorization. Authorization, cancellation or modification of payroll deductions shall be made upon forms supplied by the Union approved by the District Manager.

B. Employees may authorize dues deductions only for the Union certified as the recognized representative of the bargaining unit to which such employees are assigned. Any dues deduction authorization will automatically terminate if employment is terminated or in the event that the Union's status as exclusive representative for the bargaining unit members terminates. Dues deduction authorization may be cancelled and the dues check-off payroll discontinued anytime after six (6) months by the member upon written notice to the Union.

C. Amounts deducted and withheld by the District shall be transmitted to the office or officer designated in writing by the Union authorized to receive such funds at the address specified.

D. The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee be allowed to deposit

the amount with the District which would have been withheld if the employee had been in pay status during that period. In the case of any employee who is in non-pay status during a part of the pay period, and the wage is not sufficient to cover the full withholding, no deduction shall be made. In this regard, all other required deductions have priority over the Union dues deduction.

E. The Union shall refund to the District any amounts paid to it in error within thirty (30) days of the District presenting evidence supporting a refund.

F. The Union shall indemnify, defend and hold the District harmless against any claims, demands, lawsuits or any other action initiated against the District arising from compliance with any of the Union dues provisions of this section.

G. In such cases as described in Section 5(D) when an employee is in a non-pay status, the individual employee will be responsible for maintenance of membership dues to the Local Union for which they are a member of.

Section 6. DISTRICT RESOURCES/ACCESS

The District shall allow the Union to use available bulletin board space for notices of the times and places of meetings. All materials must be dated and must identify the organization that published them. The actual posting of materials will be done by the District as soon as possible after they have been approved, unless alternative arrangements are made and confirmed by the District's CEO/Harbormaster or designee in writing. The District may remove all posted Union materials thirty-one (31) days after the materials are posted.

Use of District resources for Union business, including without limitation the District's stationary, computers, mail, copy machines, phones and fax machines, is prohibited.

Use of District premises for Union business-related meetings requires advance written notice to the District's General Manager or designee, and such Union meetings may not interfere with the performance of District business.

Section 7. STEWARD

The Union has the right to appoint a Steward and Deputy Steward. The Deputy Steward shall only be permitted to perform appropriate Union activities in the absence of the Steward. The Steward, or Deputy Steward in the Steward's absence, shall be permitted to perform appropriate Union activities during work hours that cannot be performed at other times. The Steward and/or Deputy Steward shall perform such duties as expeditiously as possible. The District shall allow a reasonable amount of time to perform such duties.

The District shall not discriminate against the Steward or Deputy Steward because of Union activities.

The Union shall notify the District in writing of the name of the Steward and Deputy Steward.

Section 8. RELEASE TIME

The designated Shop Steward may utilize District paid time to attend formal meet and confer sessions, present grievances and attend disciplinary meetings with management representatives.

During the period of meet and confer regarding a memorandum of understanding, no more than one designated MPBU member may receive paid release time for the time period when negotiations are

occurring at the table. The Union shall cooperate with the District on a reasonable schedule, and the employee released for negotiations shall notify his or her supervisors, obtain their consent and insure that the dates scheduled for negotiations do not adversely affect District operations. Release time may not be authorized for activities such as campaigning for office or other political activity, organizing efforts, or for any other purpose not authorized by Resolution of this MOU.

Section 9. DISCRIMINATION

The parties agree that no person employed or applying for employment shall be discriminated against because of race, color, religion, disability, medical condition, national origin, ancestry, marital status, gender, age or any other protected class or characteristic, except where such determined to be a bona fide occupational qualification, after consideration of reasonable accommodation factors and relation to the essential job duties of the provision. The parties agree that this section shall not waive any statutory rights under federal or state law which any individual employee covered under this Memorandum of Understanding may have.

The Union shall not restrict its membership based on race, color, ancestry, national origin, religious creed, sex, sexual orientation, age, medical conditions (cured or rehabilitated cancer), disability, marital status, political opinion or affiliation, or Union activity.

**Section 10. NOTICE RELATING TO MATTERS WITHIN THE SCOPE OF REPRESENTATION/
DISTRICT POLICIES**

A. Notice Relating to Matters within the Scope of Representation

1. The District shall meet and confer with the Union regarding a change in District policy that affects terms and conditions of employment.
2. Except in cases of emergency, the Union shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation, proposal or other action relating to matters within the scope of representation proposed to be adopted by the District and shall be given the opportunity to meet with the appropriate level of District management prior to adoption. Advance notice shall include routinely furnishing one (1) copy of the agenda of Harbor District Commissioner meetings.
3. In cases of emergency when the District determines that an ordinance, resolution, rule or regulation must be adopted immediately, without prior notice or meeting, the District shall provide notice and opportunity to meet at the earliest practicable time.

B. District Policies

1. A copy of the Crescent City Harbor District Personnel Policies and Job Descriptions shall be available for viewing in the Harbor Office.

Section 11. WAGES – Wage Increases 2022, 2023, 2024, 2025, 2026

Effective July 1, 2022 the following wages apply to the classifications listed:

Maintenance Worker I

- Step A - \$15.00
- Step B - \$15.75
- Step C - \$16.54
- Step D - \$17.36
- Step E - \$18.23

Maintenance Worker II

- Step A - \$16.00
- Step B - \$16.80
- Step C - \$17.64
- Step D - \$18.52
- Step E - \$19.45

Maintenance Worker III

- Step A - \$17.00
- Step B - \$17.85
- Step C - \$18.74
- Step D - \$19.68
- Step E - \$20.66

Maintenance Worker IV

\$22.73

Maintenance Worker Foreman

- Step A - \$25.00
- Step B - \$26.25
- Step C - \$27.57
- Step D - \$28.94
- Step E - \$30.39

Maintenance Worker IV

Maintenance Worker IV shall receive 10% above the Maintenance Worker III Step E wage rate specified above.

Maintenance Worker Foreman

Maintenance Worker Foreman (Step A) shall receive 10% above the Maintenance Worker IV wage rate specified above.

Step Advancement

The schedule for advancing Steps are as follows:

- Step A - zero to 12 months of employment
- Step B – 12 to 24 months of employment
- Step C – 24 to 36 months of employment
- Step D – 36 to 48 months of employment
- Step E – beyond 48 months of employment

There shall be no reduction in steps within any classifications for any employee at any level.

The advancing employee shall receive credit for time served for Step advancement

Effective July 1, 2022 and each July 1st thereafter during the term of this agreement, wages for all classifications at all steps covered under this Memorandum of Understanding shall be increased by 6%.

Section 12. WORK WEEK/DAYS AND HOURS OF WORK; OVERTIME

A. Work Schedule: The official workweek starts at one minute after midnight on Sunday. The regular schedule for employees in the bargaining unit shall consist of five (5) eight (8) hour work days, worked Monday through Friday. Alternative schedules and/or changes to an employee's schedule intended to last for more than a week, including a change in the days of the week or start/end time of an employee's shift, are permissible, but must be approved by the CEO/Harbor Master or designee and require fourteen (14) calendar days advance written notice to the employee and the Union prior to the change. Short term changes to an employee's schedule, defined as changes to an employee's regular schedule of a week or less, shall be approved by the CEO/Harbor Master or designee based on departmental operations necessities.

B. (1) Overtime: Employees shall be paid time and a half their regular rate of pay for all hours actually worked over eight (8) in a day or over forty (40) in a week. In addition, all hours paid, including time compensated for holidays, vacation, sick leave and compensatory time off shall count toward overtime thresholds. Employees also may receive compensatory time off to the extent and as governed by Section XV of this MOU.

(2) When overtime is required the employee with the highest seniority will be first offered the option of working overtime. If that senior employee declines the opportunity to work overtime, the overtime shall be offered to the employee next in line by order of seniority. If the overtime work is declined by all employees, the District has the option of assigning any such overtime to the least senior employee as mandatory.

(3) If overtime is to be worked on a Saturday, employees shall have the option of not working three (3) Saturdays per calendar month only after they have worked one (1) Saturday during that calendar month. In months where there are five (5) Saturdays in the calendar month, the District shall rotate the requirement to work overtime on that fifth (5th) Saturday between the employees in a manner as to not require the employees to work more than one (1) fifth (5th) Saturday in any single rotation cycle.

(4) Overtime on Sundays and holidays shall be on a voluntary basis and shall not be considered as mandatory.

C. Meal Periods: Employees will be allowed an unpaid meal period of thirty (30) minutes unless the employee and supervisor agree that the employee will not take a meal period or will take a longer meal period. Reasons why the District and employee might agree that an employee will not take a meal period, or will take a longer meal period, include, but are not limited to, (1) the employee's or District's desire to flex the ending time of the employee's work day, (2) an employee's desire to earn overtime, (3) the employee's or District's interest in the employee attending a lunch-time function that will last longer than thirty (30) minutes, and/or (4) legitimate time-sensitive work needs.

D. Rest Periods: Employees shall be allowed rest periods of fifteen (15) minutes during each four (4) consecutive hours of work. Such rest periods shall be scheduled in accordance with the requirements of the District, but shall generally occur near the middle of each four (4) hour shift.

E. Call-Back Pay: When an employee returns to work because of a department request made after the employee has completed his or her normal work shift, the employee shall be credited with two (2) hours plus any hours of work in excess of two (2) hours in which the employee continuously works. "Call-back" time shall be paid as set forth in applicable overtime pay provisions.

The two-hour minimum shall apply only when an employee is required to physically return to a District work site or off-site location to perform work for the District. An employee who performs work outside his or her regularly scheduled work hours, but who is not required to leave home, shall be paid for this time as set forth in applicable overtime pay provisions.

When warranted and in the interest of the District's operation, the CEO/Harbormaster or their designee may assign employees to "on-call" status.

F. On-Call Duty Compensation

When warranted and in the interest of the District's operation, the District or its designee may assign employees to "on-call" status.

"On-call duty" is assigned duty outside the normal work hour assignment during which an employee must remain where he/she can be contacted by telephone/page provided by the District and he/she is ready for callback to perform an essential service. On-call employees who are called back for duty must respond within thirty (30) minutes of receiving such notice to report.

An employee assigned to "on-call duty" shall be compensated fifty dollars (\$50.00) for each twenty-four (24) hour period the employee is on-call.

Section 13. COMPENSATORY TIME OFF

In lieu of overtime pay, and if both the employee and District agree, the District may pay for overtime in the form of Compensatory Time Off (CTO). CTO is earned at the rate of 1.5 hours for each hour of overtime worked.

Employees may accrue CTO up to and not to exceed sixty (60) hours.

The District may not require an employee to use accrued CTO. The District may cash out CTO balances, in whole or in part, at any time, upon notice by the District.

An employee wishing to use his or her accrued CTO shall make the request to the employee's supervisor by submitting a written request at least two (2) weeks in advance of the time request for use of the CTO. The parties agree that two (2) weeks constitutes reasonable notice. If after the employee's request to use CTO has been approved, the employee may rescind the request only in the case of an emergency.

Section 14. WORK TOOLS AND EQUIPMENT

A. The District shall supply all tools and equipment needed by District employees to perform their duties including all necessary and/or required safety equipment.

Section 15. MEDICAL, DENTAL AND RETIREMENT BENEFITS

The District shall provide and contribute all necessary contributions for medical, dental, vision, life insurance and retirement benefits for all employees covered by this Memorandum of Understanding at a minimum level of coverage as provided for within this Memorandum of Understanding.

It is understood that the medical coverage provided by the District shall be PERS Care.

CCHD employees Richard Salvaressa shall be permitted the option of maintaining the same PERS Care Dependent coverage that they had at the time this Memorandum of Understanding was adopted, as long as they each contribute 25% of the applicable cost of the dependent coverage.

The District reserves the right to seek out and obtain comparable coverage in order to affect cost savings to the District; however any difference in carriers or coverage shall not result in a reduction in benefits. Any changes in plans or coverage shall require the District to meet and confer with the Union. Such changes in coverage or replacement plans shall be effective only upon the ratification of such changes by the parties to this Agreement.

The District will endeavor to obtain a cafeteria-style plan which will permit the employee to take cash in lieu of benefits. Cash in lieu of benefits will not be considered as part of pay for purposes of benefits or contributions.

Retirement

For all current/classic employees covered by this Memorandum of Understanding that were hired prior to January 1, 2013, the District shall provide Cal PERS retirement benefit 2% at age fifty-five (55) based on a one year final compensation period in concurrence with current Cal PERS language. The seven percent (7%) employee contribution shall be paid by the employee. Employee contribution shall be on a pre-tax basis. The District agrees to use IRS Code 414(h)2 to allow for payment in pre-taxed dollars.

For new employees covered by this Memorandum of Understanding that were hired on or after January 1, 2013, the District shall provide Cal PERS retirement benefit 2% at age sixty-two (62) based on a three year final compensation period pursuant to the California Public Employee's Pension Reform Act of 2013. The employee contribution will change each fiscal year to be at least 50% of the normal cost rate as determined by Cal PERS. Employee contribution shall be on a pre-tax basis. The District agrees to use IRS Code 414(h) 2 to allow for payment in pre-taxed dollars.

The District shall continue to maintain existing PERS benefits and agree to meet and confer regarding any future changes to the employee share of contribution in the CAL PERS retirement formula. (CALPERS currently shows Classic employee share at 7% through 2020.)

Section 16. HOLIDAYS

The following days shall be official District holidays for Maintenance Personnel Bargaining Unit employees. Employees are eligible for holidays immediately upon hire:

New Years Day	January 1
Martin Luther King Jr. Birthday	3 rd Monday in January
Presidents Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4

Labor Day	1 st Monday in September
Veterans Day	November 11
Thanksgiving Day	Designated Thursday in November
Friday after Thanksgiving Day	
Christmas Eve	December 24
Christmas Day	December 25

Three Floating Holidays to be determined by the employee with approval of the District.

The District shall allow eight (8) hours of time off, with pay, for these designated holidays.

If any of the above holidays should fall on a Saturday, the Friday immediately preceding the holiday shall be observed as the holiday.

If any of the above holidays should fall on a Sunday, the Monday immediately following the holiday shall be observed as the holiday.

Floating Holiday:

Employees are eligible for three (3) additional floating holidays. The floating holidays may be taken at any time during the year, subject to the advance approval of the employee’s supervisor. The maximum number of floating holidays, which may be accrued, is three (3). An employee may receive additional pay in lieu of the floating holiday. Any regular employee hired after June 30 will be granted one and one-half (1 ½) floating holidays for the remainder of the calendar year.

Emergency Callout: In case of emergency callouts after normal work hours, or other than established work routine hours, personnel will be compensated at a time and one-half rate and paid a minimum of two hours for each callout.

Overtime Work on Holidays: Employees eligible for overtime compensation who are required to work on holidays shall receive compensation in the form of cash payment at the rate of two and one-half times (2 ½), i.e., normal holiday pay plus time and one-half (1 ½) for hours work. If, because a holiday falls during a weekend so that Friday or Monday are the days off, overtime for the holiday shall be allowed for work performed on the Monday or Friday. Work performed on the Saturday or Sunday shall be considered under the normal overtime provisions.

Section 17. VACATION

A. Vacations with pay shall accumulate to bargaining unit employees on a monthly basis using the accumulation chart below to determine the amount of vacation with pay employees accumulate per month, provided, however, no accumulated vacation may be taken until the completion of the probationary period.

1 st Year	1 Week per year
2 nd -5 th Years	2 Weeks per year
6 th -10 th Years	3 Weeks per year
11 th -Year and Beyond	4 Weeks per year

B. **Maximum Accumulation:** There shall be no vacation accrual beyond thirty (30) days except for those employees earning 4 weeks per year whose maximum is forty (40) days.

C. Scheduling of Vacations: The time at which an employee shall take his vacation leave shall be determined by the CEO/Harbormaster or designee, with due regard to the employee's wishes and particular regard for the existing needs of the Harbor District. Approval or denial of vacation time request shall be given to the employee in writing within three (3) days of request.

D. Employees may request vacation time at any time throughout the year. Vacation will be granted by seniority, unless a lower seniority employee has requested same time in prior communication to the Department Head.

E. Vacation leave may be taken at two or more times or can be taken in one continuous period.

F. Vacation Leave Accrual During Probation: New employees, during their probationary period, shall accrue vacation leave, but they shall not be able to use this vacation leave during the probationary period. Upon completion of the probationary period, the employee will be credited with accrued vacation leave. Employees who have successfully completed the six (6) month probationary period and have received a career appointment are eligible to take vacation leave with pay. Part-time employees would accrue vacation leave on a prorated basis.

G. Terminal Vacation Pay: An employee who terminates employment for any reason, takes a leave of absence, or retires or is laid off and who has earned vacation leave to their credit shall be paid for such vacation on the termination of employment, leave of absence, retirement, or lay off, or as soon thereafter as practical.

H. Minimum Usage: Vacation time off with the CEO/Harbormaster's or designee's approval may be taken in minimum increments of one hour.

Section 18. SICK LEAVE

A. Employees receive sick leave time consistent with the provisions of the current Crescent City Harbor District Policy Guidelines concerning sick leave summarized below, subject to the provisions herein.

B. Employees are granted twelve (12) days of sick leave each year of which eight (8) days, maximum per year, may be used as personal leave for medical or non-medical related immediate family emergencies. Immediate family shall be defined as employee's spouse or significant other, children, including step or foster children, father, mother, sister, brother, grandfather, grandmother, stepmother or stepfather, employee's spouse or significant other, children, step or foster children, mother, father, sister, brother, grandfather, grandmother, stepmother or stepfather. Any accrued unused sick leave shall carry over and accumulate in the individual employee's sick leave bank. The maximum sick leave accumulated shall be one hundred and twenty (120) days.

C. The District, at its discretion, may require a medical certificate for sick leave of more than three (3) consecutive working days.

Section 19. LAYOFFS

The CEO/Harbormaster or designee may terminate any employee without prejudice because of lack of funds, curtailment or work, or reorganization. However, no career employee shall be separated from any department while there are temporary or probationary employees serving in the same class of positions in that department. The conditions of reduction in force layoff shall be as follows:

A. Order of Separation

Preference for retention shall be based on relative merit and performance. Consideration shall be given to seniority with the Harbor District only where the employees' qualifications and ability are relatively equal. The relative equality of employee's qualifications and ability shall be based primarily on performance evaluations, performance during periods for which there is no performance evaluation, discipline or lack thereof, and special or unique skills, certifications or licenses.

B. Offer of Reassignment

An employee's appointment shall not be terminated as a result of reduction in force before he or she has been made a reasonable offer of reassignment or transfer to a different position, classification, or department, if such offer is immediately practicable.

C. Appointment of Laid-Off Employees to Lower Class

A Department Head may, with the approval of the CEO/Harbormaster or designee and the employee, appoint an employee who is laid off to a vacancy in a lower class for which he is qualified.

Nothing in this section shall preclude any employee from volunteering for layoff.

Section 20. PERSONNEL PRACTICES

A. Probationary Period

- 1) Newly hired employees engaged by the District to perform work covered under this Memorandum of Understanding shall serve a probationary period of not more than one-thousand forty (1040) cumulative working hours commencing with the first hour of employment.
- 2) Any hours worked for the District in a temporary classification shall be counted toward the one-thousand forty (1040) cumulative work hours probationary period.
- 3) District employees promoted into a higher classification shall serve a probationary period of five-hundred twenty (520) cumulative work hours commencing with the first hour worked in a higher classification.
- 4) Promoted employees shall have the option of returning to their former classification and/or position with the District within forty working hours of the completion of the probationary period or at any time during the probationary period.
- 5) Probationary employees shall receive all rights, privileges, wages and working conditions as non-probationary employees except that they may be separated/terminated for any reason, or no reason, and are not due any process under this MOU, District rule, policy or past practice. Probationary employees shall not accrue seniority; however, they shall receive seniority that would have been accrued from their original hire date upon satisfactory completing probation.

B. Performance Evaluations

Evaluations are to be performed yearly. The first-level supervisor shall be responsible for the evaluation. An employee shall be provided twenty-four (24) hours advance notice of a meeting with his or her supervisor to discuss the employee's evaluation. The employee will be given a copy of his

or her completed evaluation form. Nothing shall be added to an evaluation after the employee has received a copy of the final written evaluation without the employee's written acknowledgment.

Section 21. JURY DUTY

The employee shall notify his or her supervisor upon receipt of a jury duty subpoena. If selected to serve on a jury, the employee shall notify his or her supervisor and advise him or her of the approximate length of the trial. Employees shall report to jury duty each day as instructed by the Court. The employee will receive his or her regular pay rate while serving on jury duty. An employee's supervisor may require the employee to provide written verification of his or her actual days of service on jury duty.

If an employee is released from jury service during normal working hours, the employee shall return to work when practical. Employees who work a swing or graveyard shift will not be expected to work a regular shift following service on jury duty.

Section 22. DRUG FREE WORKPLACE

Attached to this MOU and incorporated by this reference is the District's Drug and Alcohol Policy (Policy). This Policy, including its rules and procedures, applies to all employees covered by this MOU.

Section 23. GRIEVANCE PROCEDURE

A. The District and the Union adopt the following grievance procedure:

In presenting a grievance, an employee and his or her representative are assured freedom from restraint, interference, coercion, discrimination and reprisal. A grievance may only be filed that relates to:

1. An interpretation or application of any provision of this Memorandum of Understanding.
2. An interpretation or application of provisions of this Memorandum of Understanding which adversely affects an employee's wages, hours and or other conditions of employment.
3. An interpretation or application of District procedures, policies or personnel rules under District ordinances, which directly apply to employees in the bargaining unit.
4. Any alleged violation of this Memorandum of Understanding, District procedures, policies or personnel rules.

B. Informal: Employees are encouraged to act promptly to schedule an informal meeting with their immediate supervisor in an attempt to resolve the matter.

C. Formal:

Step 1: Direct Supervisor

Within thirty (30) calendar days of the occurrence or discovery of an alleged grievance, the grievance may be presented to the department head or his or her designated representative. The grievance shall be submitted in writing and shall contain the following information: a) the

name of the grievant; b) the nature of the grievance; c) the date, time and place of occurrence; d) the provisions of the Memorandum of Understanding or the District procedure, policy, personnel rules or ordinance alleged to have been violated; e) any steps taken to secure information resolution; f) corrective action desired; g) name of the representative chosen by the employees to file the grievance.

Employees shall be permitted a reasonable time to meet with their designated representative. Reasonable time will be granted to the employee and the representative to handle the initial investigation and processing of the grievance. The designated representative may discuss the problem with the employees immediately concerned and attempt to achieve settlement of the matter.

The supervisor must provide a written decision to the grievant and/or their representative within fourteen (14) calendar days of receipt of the grievance.

Step 2: CEO/Harbormaster

If the grievance is not satisfied with the first step decision the Union, within seven (7) working days after the receipt of that decision present a written appeal of the decision to the CEO/Harbormaster or designee. The CEO/Harbormaster or designee must provide a written decision to the grievant and/or their representative within fourteen (14) calendar days of receipt of the appeal.

Step 3: Arbitrator

The Union may appeal the decision of the CEO/Harbormaster or designee within seven (7) calendar days to arbitration. Said written appeal shall be filed with the CEO/Harbormaster or designee.

The Arbitrator's compensation and expenses shall be borne equally by the Union and the District. Each party shall bear the costs of its own presentation, including the preparation and post-hearing briefs, if any.

The Arbitrator shall be selected by mutual agreement between the Union and the District. If the parties are unable to agree upon an Arbitrator, the parties shall jointly request that the State Conciliation and Mediation Service submit a list of five (5) qualified Arbitrators. The parties shall then strike names from the list until one name remains, and that person shall serve as the Arbitrator.

The Arbitrator shall be selected by the parties within thirty (30) calendar days of the receipt of the appeal at Step 3. The Arbitrator shall determine the most expeditious method of conducting the hearing. The cost of the Arbitrator and court reporter shall be borne equally by the parties. Upon closing the record, the Arbitrator shall issue a written decision within thirty (30) calendar days of the conclusion of his or her hearing. The Arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or any provision of the District's personnel ordinance, or impose on any party hereto a limitation or obligation not explicitly provided for in the Agreement or the Ordinance or impose damages beyond what the parties have agreed to under this Agreement.

The decision of the Arbitrator shall be final and binding upon all parties.

Section 24. WORK STOPPAGES

Neither the MPBU, the Union, nor any of its agents, for any reason, shall authorize, institute, aid, condone, or engage in a work stoppage, slowdown, strike, sick-out, or any other interference with the work and statutory functions or obligations of the District while this MOU is in effect. Violation of this provision shall subject an employee to discipline up to and including discharge. This section shall not alter the employee's right to honor any lawful picket line or strike.

The District agrees that, so long as this MOU is in effect, there shall be no lockouts.

Section 25. ENTIRE AGREEMENT

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the District and the Union and constitutes the sole and entire agreement between them. The Union acknowledges that during the negotiations that resulted in this MOU, it had the unlimited right and opportunity to make demands or proposals with respect to any subject matter not removed by law or ordinance from collective bargaining, and that the parties' understanding and agreements are set forth in this MOU. The Union shall not, therefore, demand any change in this MOU to be effective during the term of this MOU and the District shall not be required to meet and confer on any matter that is covered in this MOU, or that was or could have been raised by the Union during negotiation of this MOU.

Section 26. SEPARABILITY

Should any article, subsection, paragraph, section, clause or phrase be rendered or declared illegal or invalid by legislation or decree of a court of competent jurisdiction, this invalidation shall not affect the remaining portion of this MOU.

Section 27. FAIR LABOR STANDARDS ACT

The District and the Union believe that the Memorandum of Understanding, and all the District's related pay practices, comport with the requirements of the Fair Labor Standards Act (FLSA). In the event any person makes a claim the Memorandum of Understanding contains a provision that does not comply with the FLSA, the parties may, with mutual consent, reopen the Memorandum of Understanding regarding the item at issue to negotiate, as needed, to ensure compliance with the FLSA.

SECTION 28. LABOR-MANAGEMENT COMMITTEE

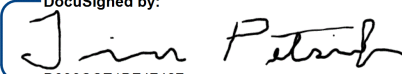
Upon ratification of the MOU, the District and the Union agree to establish a Joint Labor Management Committee for the purposes of promoting harmonious relations, to ensure adequate communications, advance the proficiency and effectiveness of both the workforce and District, to discuss issues which may arise during the term of this Memorandum of Understanding and consider and adopt resolutions to any such issues. The committee shall consist of an equal number of representatives with no more than two (2) representatives each from the District and the Union of which the CEO/Harbormaster or designee and assigned Field Representative of the NCCRC shall be one. The number of committee persons may be increased by mutual agreement of the parties.

The committee shall meet no less than semi annually. More frequent meetings may take place by mutual agreement between the parties.

If required the parties to this MOU through the Joint Labor-Management Committee, may enter into Letters of Understanding which modify this Memorandum of Understanding.

Section 29. TERM OF CONTRACT:

This Memorandum of Understanding shall be effective from the first day of April, 2022 through March 31, 2026 and shall continue year to year thereafter unless either party not more than one hundred and twenty (120) days or less than sixty (60) days prior to the 31st day of March of any subsequent year in which this MOU may terminate, serves written notice on the other of its desire to change, modify, amend, supplement, renew, extend or terminate this Agreement or meet and confer on the subject of a successor MOU.

DocuSigned by:

D996CCE1BF47427...

3/29/2022

Timothy Petrick, CEO/Harbor Master
Crescent City Harbor District

Date

Jay Bradshaw, Executive Officer
Northern California Carpenters
Regional Council

Date

Dan McCulloch, Senior Field Representative
Carpenters Local Union 751

Date

Chris Pedroza, Executive Director
Carpenters 46 Northern California
Counties Conference Board

Date

ATTACHMENT "A" DRUG POLICY

A. DRUG AND ALCOHOL POLICY

The following Drug and Alcohol Policy (Policy) shall apply to all Crescent City Harbor District (District) employees.

An employee shall not purchase, sell, transfer, furnish, possess, use or be under the influence of illegal drugs or any alcoholic beverage while on the District's job premises, while working for the District, and/or when operating any District vehicle.¹

The proper use of prescription drugs as part of a medical treatment is not a violation of this Policy. The improper use of prescription drugs is prohibited and is a violation of this Policy. Employees who believe or have been informed that their use of any prescription drug may present a safety risk are to report such drug use to the District supervisor to ensure the safety of themselves, other employees, employee property and District vehicles.

B. VIOLATION OF THIS POLICY

Any employee who violates this Policy shall be subject to discipline up to and including termination. A permanent employee who tests positive for drugs or alcohol, as set forth in this Policy, may be subject to discipline up to and including termination. If the District has reasonable suspicion that an employee is under the influence of drugs or alcohol, as set forth in this Policy, and the employee refuses to subject to submit to a drug or alcohol test, the employee may be disciplined up to and including termination.

An employee who sells, attempts to sell, purchases, or attempts to purchase an illegal drug during work hours shall be terminated and shall not be eligible for rehire.

C. TERMS/DEFINITIONS

For purposes of this Policy, the following terms/conditions shall apply:

Illegal Drugs: The terms "illegal drugs" or "drugs" refer to cocaine, opiates, phencyclidine, marijuana and the amphetamine group.

Prescription Drug: A drug lawfully available for retail purchase only with a Doctor's prescription.

Reasonable Suspicion: Reasonable suspicion shall exist when a supervisor or manager substantiates, in writing, specific behavioral performance or physical indicators that an employee is/was under the influence of drugs or alcohol. Such suspicion shall be documented in writing within twenty-four (24) hours. The indicators shall be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol such as, but not limited to: (a) incoherent speech, (b) slurred speech, (c) odor or alcohol on the breath, (d) staggering gait, disorientation, or loss of balance, (e) red and/or water eyes, if not explained by environmental causes, (f) paranoid or bizarre behavior, (g) unexplained drowsiness, and/or (h) an accident where the influence of drugs or alcohol is suspected as a contributing cause. Persons authorized to require employees to submit to reasonable suspicion testing shall receive relevant training from an appropriate health care professional.

¹ Although the District retains all of its rights to disciplining employees for inappropriate conduct that harms the reputation, efficiency or services of the District, it is not necessarily a violation of this Policy for District employees during their off-duty time, to possess, use or be under the influence of alcohol while using the Harbor or a boat in the Harbor.

D. TYPES OF TESTING

Prospective/New: The District may test prospective/new employees for drugs and alcohol without reasonable suspicion once either before or within three (3) days of commencing employment. The District will only test new employees for drugs and alcohol through a urine test and will follow the procedures set forth in this Policy.

Reasonable Suspicion: The District may test employees for drugs and alcohol based on reasonable suspicion. The grounds for reasonable suspicion must be set forth in writing. Reasonable suspicion testing requires that the individual requiring the drug or alcohol test have had at least some personal observation of the person required to submit to the test.

E. REASONABLE SUSPICION PRE-TESTING PROCEDURES

If a supervisor or manager has reasonable suspicion of the need for drug or alcohol testing of an employee, the supervisor or manager shall promptly take the following actions:

1. Inform the employee that he or she may have a Union representative present, if applicable and reasonably available.
2. Fill out an incident report form, including a statement of the specific facts constituting reasonable suspicion to believe that the employee is under the influence of drugs or alcohol, and the names of the person(s) making the supporting observations.
3. Provide a completed copy of this incident report form to the employee before he or she is required to be tested, (and one copy made available to the Union representative, if applicable and present). After being given a copy of the incident report form, the employee shall be allowed enough time to read the entire document and to understand the reason for the test.
4. Provide the employee with an opportunity to give an explanation of his or her condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the-counter medication or illness. If available, and applicable, the Union representative shall be present during such explanation and shall be entitled to confer with the employee, for a limited time period that will not interfere with the District's interest in determining whether or not the employee is, in fact, under the influence of drugs and/or alcohol, before the explanation is provided.
5. If the supervisor or manager, after observing the employee, and hearing any explanation, concludes that there is, in fact, reasonable suspicion to believe that the employee is under the influence of drugs or alcohol, the employee may be ordered to submit to a urine test, and the employee shall be asked to sign a Consent for Urine Test for Drugs and/or Alcohol Form, a copy of which is attached to this Policy.

Unless there is reason to believe that the person being tested may alter a sample, or unless there is agreement in writing, an individual shall be allowed to provide the required specimen in the privacy of a stall or partitioned area.

If a rehabilitation program or drug treatment program determines that periodic testing is appropriate or necessary for an employee who has tested positive under this Policy, but permitted to remain a District employee, then the above-stated procedures shall not apply.

F. DRUG AND ALCOHOL TESTING

The District will only test for drugs and alcohol through a urine test. The testing of the urine specimen shall be done at a Substance Abuse and Mental Health Service Administration (SAMHSA) certified laboratory located in California. Employees and the Union retain the right to inspect the laboratory to determine conformity with the standards described in this Policy. The laboratory will only test for ethyl alcohol and the illegal drugs listed in the Terms/Definitions section of this Policy. All testing will be at the District's expense. At the time the urine specimens are collected; two (2) separate samples shall be placed in separate containers. One (1) of the samples collected in a separate container shall be kept refrigerated at the site where the sample is given. Upon request, this second sample shall be made available to the employee for testing by a SAMHSA certified laboratory selected by the employee at the employee's expense.

The specific required procedure is as follows:

1. Urine shall be obtained directly in a tamper-resistant urine bottle. Alternatively, the urine specimen may be collected at the employee's option in a wide-mouthed clinic specimen container, which shall remain in full view of the employee until transferred to, sealed and initialed, in separate tamper-resistant urine bottles.
2. Immediately after the specimen is collected, it will be divided into two (2) urine bottles which, in the presence of the employee, will be labeled and then initialed by the employee and witness. If the sample must be collected at site other than the drug and/or alcohol testing laboratory, the specimens shall then be placed in a transportation container. The container shall be sealed in the employee's presence and the employee shall be asked to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.
3. A chain of possession form shall be completed by the hospital, laboratory and/or clinic personnel during the specimen collection and attached to and mailed with the specimens.
4. The initial test of all urine specimens shall utilize immunoassay techniques.

G. POSITIVE TEST RESULTS

All specimens identified as positive in the initial screen shall be confirmed utilizing gas chromatography/mass spectrometry (GC/MS) technique which identifies at least three (3) ions. In order to be considered "positive" for reporting by the laboratory to the District, both samples shall be tested separately in separate batches and must also show positive results on the GC/MS confirmatory test. The following cut of levels shall be considered as positive:

<u>SUBSTANCE</u>	<u>SCREEN TEST</u>	<u>CONFIRMATION</u>
Amphetamines	1000 ng/ml	Amphetamine 500 ng/ml GC/MS Methamphetamine 500 ng/ml GC/MSS**
Cocaine Metabolites	300 ng/ml metabolite	150 ng/ml GC/MS
Opiate Metabolites	2000 ng/ml	Morphine 2000 ng/ml GC/MS Codeine 2000 ng/ml GC/MS 6 Acetylc Morphine (6-am) 10 ng/ml GS/MS (Test for 6-AM in the specimen. Conduct this test only when specimen contains morphine at a concentration greater than or equal to 2000 ng/ml.)
Phencyclidine	25 ng/ml	25 ng/ml GC/MS
Marijuana Metabolites	50 ng/ml	15 ng/ml GC/MS (Delta 9-THC)
Ethyl Alcohol	0.04 g%	0.04 G%

**Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml. All positive drug test results shall be confirmed by a Medical Review Office (M.R.O.) designated by the District.

If the testing procedures confirm a positive result, as described above, the employee/dispatched worker shall be notified of the results in writing, including the specific quantities. If requested by the employee or the Union, (if applicable, and with the written consent of the member), the laboratory will provide copies of all laboratory reports, forensic opinions, laboratory work sheets, procedure sheets, acceptance criteria and laboratory procedures.

All specimens confirmed positive shall be retained and placed in properly secured long term frozen storage for a minimum of one (1) year.

Information from an employee's drug and alcohol test shall be kept confidential. Disclosure of test results to any other person, agency, or organization is prohibited unless legally necessary or required, or as necessary for any discipline or administrative procedure, or if the employee or applicant provides written authorization. The results of a positive drug test shall not be released until the results are confirmed.

Every effort will be made to ensure that all employee substance abuse problems will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in any disciplinary procedure.

Laboratory and/or medical test results shall not be included in an employee's Personnel File. Rather, this information shall be kept in a separate, confidential file.

H. EMPLOYEE COMPENSATION RELATED TO TESTING

If an employee is not allowed to work and the test is negative, the employee is entitled to pay for all hours that the employee typically would have been scheduled to work, subject to the District's right to show that the employee would not have been scheduled to work for some or all of the time missed, even if the drug or alcohol test had not been required.

If the employee is not allowed to work until the results of the drug or alcohol test are received, and the test is negative, the employee is entitled to eight (8) hours per day for all days the employee is kept off the job.

If the employee is not allowed to work until the results of the drug or alcohol test are received, and the test results are positive, the employee is not entitled to any form of pay except that the employee be paid for the actual time, including travel to and from the testing.

If the employee is put back to work, that employee is entitled to pay and benefits under the Memorandum of Understanding for all hours worked, regardless of the results of the drug or alcohol test.

I. GRIEVANCE PROCEDURE

Disputes concerning the interpretation or application of this Policy shall be subject to the grievance procedure set forth in the District's Personnel Rules except Union grievances, which shall be governed by the applicable MOU grievance procedure.

J. SEPARABILITY

Should any article, subsection, paragraph, section, clause or phrase be rendered or declared illegal or invalid by legislation or decree of a court of competent jurisdiction, this invalidation shall not affect the remaining portion of this Policy.