

**PORT SAN LUIS HARBOR DISTRICT  
CHIEF HARBOR PATROL OFFICER EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement"), between the Port San Luis Harbor District ("District"), and Matthew A. Ashton, Chief Harbor Patrol Officer, ("CHPO"), shall be effective as of March 1, 2017 ("Effective Date").

**ARTICLE I - TERM OF EMPLOYMENT**

**Section 1.01 Grant and Acceptance of Employment/Term.** The District hereby employs CHPO under the terms and conditions stated in this Agreement, and CHPO hereby accepts such employment beginning March 1, 2017, and continuing for a period of one (1) year, ending February 28, 2018, unless otherwise terminated prior thereto as provided in this Agreement ("Initial Term").

**Section 1.02 Extension of Term.** This Agreement shall automatically renew from year to year, for successive one (1) year terms ("Extended Term(s)") unless the Harbor Manager notifies the CHPO of the District's decision not to extend the term of this Agreement no later than 60 days prior to the end of the Initial or any Extended Term.

**ARTICLE II - DUTIES OF MANAGER**

**Section 2.01 General Duties.** Subject to Section 2.04 below, CHPO is employed to perform all duties for and on behalf of the District consistent with the job description of the Chief Harbor Patrol Officer, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, and such other duties as the District, through the Harbor Manager, may direct from time to time.

**Section 2.02 Scope of Employment.** The CHPO agrees to devote all of CHPO's working time, ability and attention to the business of the District during the term of this Agreement. During the Initial and any Extended Term, CHPO shall not directly or indirectly render any services of a business or commercial nature to any other person or organization (other than public sector, marina, port or harbor associations or organizations approved by the Harbor Manager, whether for compensation or otherwise) without the prior approval and written consent of the District. The CHPO shall perform all services, acts or things necessary or advisable to manage and conduct the business of District, subject to the direction of the Harbor Manager and the policies set by the District from time to time.

**Section 2.03 Work Schedule.** The CHPO's work schedule (and working time) shall generally conform to that of other management employees of the District; however, it is recognized by both parties that the CHPO's work schedule will be somewhat variable, may be subject to Departmental needs for shift coverage, and may not always conform to a standard 40-hour workweek. The CHPO shall be required to work such additional hours as may be necessary to perform all of the duties of the CHPO including, but not

limited to, responding to emergencies and attending regular meetings of the Commission and its committees and such other meetings held outside of the District's regular hours of business as shall be helpful to conduct District business. With the exception of emergency situations, work beyond the standard 40 hour week shall be coordinated with and at the discretion of the Harbor Manager.

**Section 2.04 Rules and Regulations.** At all times during employment with the District, the CHPO shall strictly adhere to and obey all the policies, rules and regulations now in effect or as subsequently adopted governing the conduct of employees of District. Additionally, the CHPO shall act in a prudent, responsible and ethical manner as to matters not the subject of the District's rules and regulations so as not to cause or bring discredit or disrepute to the District, the Commission or the position of CHPO.

**Section 2.05 Change Duties.** The District shall have the right at any time during the Initial or Extended Term to assign managerial or supervisory duties to the CHPO different from the duties originally assigned and specified above, and may amend Exhibit A attached hereto accordingly.

**Section 2.06 Performance.** The CHPO agrees to loyally and conscientiously perform all of the duties and obligations either expressly or implicitly required of the CHPO by this Agreement. CHPO agrees to comply with and submit to the directions, instructions and control of the Harbor Manager or his designee in the performance of the stated and implicit duties under this Agreement.

**Section 2.07 Non-Interference with the Chief Harbor Patrol Officer.** No member of the Harbor Commission and no member of the Administration of the District shall interfere with due exercise of authority granted the CHPO as a Peace Officer pursuant to the California Penal Code or through Port San Luis Code of Ordinances at Section 22.225.

### **ARTICLE III - COMPENSATION OF MANAGER**

**Section 3.01 Base Salary.** As of the Effective Date, and for the first year of the Initial Term, the District shall pay CHPO a base monthly salary of Six Thousand Six Hundred Ninety-seven Dollars and Fifty-eight Cents (\$6,697.58) (the "Base Salary"), payable in increments according to District's periodic payroll disbursement and withholding policies or requirements.

**Section 3.02 COLA and Discretionary Salary Adjustments.** Each year that the Commission grants District employees a cost of living increase, CHPO shall be granted a COLA increase in an amount equivalent to the Consumer Price Index ("CPI") for all urban consumers for Los Angeles, Anaheim, and Riverside (1982-84 = 100), or three percent (3%), whichever is less.

**Section 3.03 Annual Review.** Each year of this Agreement, the Harbor

Manager shall review the annual goals and objectives set the prior year for CHPO's position and review CHPO's performance during that preceding year related thereto (the "CHPO's Annual Review"). The CHPO's Annual review will occur once for each year of this Agreement, on or near the anniversary date of this Agreement.

**Section 3.04 Merit Increases.** Based upon the results of the CHPO's Annual Review the Harbor Manager may in his or her sole discretion grant CHPO an increase in Base Salary as long as it is within the Salary range as approved by the Board. All other bonuses or increases in other benefits (as such benefits are provided for in Article IV of this Agreement - hereinafter, "Benefits") shall be approved by the Board of Commissioners. Any merit increase shall be subject to the Harbor Manager's discretion in determining whether Base Salary, a bonus or other increase in Benefits is warranted and appropriate based on CHPO's performance. Any bonus granted will be paid within a reasonable time after the decision to grant such increase. If the District elects to increase Benefits paid on behalf of the CHPO, the increase will be effective within a reasonable time after the District grants such increase, but if granted after January 1 of the effective year, increased Benefits shall be prorated, and not granted or paid retroactively.

**Section 3.05 Compensatory Time Off (CTO).** In the interest of reducing labor costs and at the discretion of the Harbor Manager, the CHPO may accrue CTO at the rate of 1.5 hours for every hour worked in excess of 40 hours in a workweek provided that CHPO requests CTO in lieu of overtime in writing, in substantively the form provided in Appendix 1. CTO shall not accrue until such written request is received by the Harbor Manager. The CHPO may bank up to 100 hours of this leave. The maximum bank of CTO shall be reduced by the amount of any paid overtime received. The value of this leave shall be paid to the CHPO at separation. CTO paid at termination shall be paid at the regular rate applicable at the time it is paid.

#### **ARTICLE IV - BENEFITS**

The Benefits provided below are all of the employee benefits to be given to CHPO and are in lieu of benefits provided to other employees, including any benefits deemed applicable to unrepresented or exempt employees, under the District Employee Personnel Policies, any collective bargaining agreement, any then current memorandum of understanding or other agreement except as specifically provided herein.

**Section 4.01 Vacation.** CHPO shall earn paid vacation leave according to the following schedule based on the number of months the CHPO has been employed by the District in any full time, benefitted position.

Months of Service	Hours per pay period	Hours per year
1-60	3.69	96
61-120	4.62	120
121-180	5.54	144
181+	6.16	160

CHPO is encouraged to use all accrued vacation benefits each year. If, at any time, CHPO's earned but unused vacation hours reach 240 hours, CHPO will not accrue any additional vacation time until vacation time is used. If CHPO later uses enough vacation benefits to fall below the maximum, the CHPO will begin to earn benefits again until the maximum is once more reached. Vacation time may be taken upon reasonable advance notification given by CHPO to the Harbor Manager. Upon separation from employment with the District for any reason, the CHPO shall be entitled to be compensated for all accrued but unused vacation leave.

**Section 4.02 Sick Leave.** CHPO shall accrue 3.69 hours of paid sick leave for each pay period of employment with the District. If CHPO's accrued but unused sick leave exceeds 960 hours, CHPO will not accrue any additional sick leave until the CHPO uses enough benefits to fall below the maximum, after which CHPO will begin to accrue sick leave benefits until the maximum is once more reached. Sick leave used by the CHPO shall be governed by the same general requirements as those approved by the Commission for other District employees. On separation from the District, accrued sick leave may be converted to service credit per the PERS contract in place at the time, or converted to cash value computed at 25% of the cash value of the hours accrued at the hourly rate in effect at the time of separation from the District. Such reimbursement shall be at CHPO's salary rate at the time of separation, and shall reduce CHPO's accrued sick leave to zero.

**Section 4.03 Holidays.** CHPO shall receive eleven paid holidays annually. CHPO is, however, required to ensure coverage and management staff presence, during those periods established from time to time by the District to be "peak holiday" periods. CHPO will ensure that appropriate representatives of department staff are onsite, or immediately available, at the Harbor during "peak holiday" periods. CHPO's paid holidays will be:

New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, July 4, Labor Day, Veterans Day (As observed by the state government), Thanksgiving Day, the Friday after Thanksgiving, and December 24 and 25.

While working in a non-exempt status, if the CHPO is required by the District to work a designated holiday he shall receive an increase in their CTO bank of 1.5 hours for every hour worked unless the CTO bank currently exceeds 100 hours.

If a listed paid holiday falls on regular or holiday day off, then, subject to coverage requirements set forth herein, CHPO shall be entitled to substitute an additional work day in that pay period for the identified paid holiday with the approval of the Harbor Manager.

**Section 4.04 Pension Contribution.** District shall pay 100% of the employer's share, and CHPO shall pay 100% of the employee's share of the premium cost for the District employees' pension plan currently in effect or any successor plan as may become effective during the term of this Agreement.

**Section 4.05 Health Plan.** CHPO may participate in Health and Dependent Care flexible spending account programs in effect and generally available to other employees of the District. The District shall contribute flexible dollars and non-elective contributions towards CHPO's health insurance as described in the District's Section 125 Cafeteria Plan document. Total contributions (flexible dollars plus non-elective contributions) shall equal the lowest cost HMO health care plan less the following amounts on a monthly basis:

CHPO only:	\$0
CHPO plus one dependent:	\$61 per month
CHPO plus 2 or more dependents:	\$100 per month

The District shall also provide flexible dollars for the purchase of dental and vision insurance including insurance for the CHPO's spouse and eligible dependents.

If the CHPO provides the District with sufficient evidence of outside health insurance coverage that meets the District approval, the District shall add \$200 per month to the CHPO's base pay in lieu of providing health insurance coverage.

**Section 4.06 Contributions for Life and Disability Insurance.** District agrees to pay on CHPO's behalf, or for his benefit, the cost of term life and disability insurance as such insurance types and programs are offered through the District to all District employees, and provided, and only for so long as, such benefits are provided by the District to all other qualified District employees.

**Section 4.07 Cell Phone Plan.** The District shall reimburse CHPO in an amount not to exceed Fifty Dollars (\$50) per month for professional use of a personal cell phone. The District will reimburse the CHPO an additional Thirty Dollars (\$30) if the CHPO exceeds his normal data plan allowance, after review by the Harbor Manager.

**Section 4.08 Education / Training** The District encourages employees to improve their skills and knowledge. Consistent with the District's Personnel Policy Guide, Harbor Manager may approve education and training opportunities for CHPO and reimburse CHPO for "tuition, books, lab fees, and other mandatory fees levied by the educational institution".

**Section 4.09 Other Benefits.** Nothing in this Agreement shall preclude the District from providing to CHPO additional leave time or benefits; provided, the granting of such additional leave time or benefits is specifically approved with regard to CHPO and this Agreement is amended in writing based on such approval.

## **ARTICLE V - TERMINATION OF EMPLOYMENT**

In addition to the expiration of this Agreement pursuant to Article I above, this Agreement may be terminated as follows:

**Section 5.01 Termination By Disability.** The Parties acknowledge and agree that during his employment with the District, CHPO occupies a crucial and indispensable administrative position. Accordingly, the Parties agree that if by reason of disability the District may, to the extent permitted by and in accordance with the law, terminate this Agreement upon two weeks' advance written notice to CHPO. For the purposes of this section, disability shall be defined as CHPO's inability to carry out his material duties under this Agreement for more than 90 total calendar days in any 12 consecutive months due to mental or physical illness or injury. Nothing in this provision shall adversely impact the CHPO's benefits under Section 4850 of the Labor Code or any provisions under safety or industrial retirement or any rights under Family Medical Leave provisions of State and Federal law. If CHPO is terminated based on disability, he is not eligible for severance payment under section 5.07.

**Section 5.02 Termination By Death.** The Parties agree that this Agreement shall terminate immediately upon CHPO's death. Thereafter, all obligations of District under this Agreement shall cease and be extinguished, except for payment of all compensation, including any leave balances having cash value, due and owing at time of death.

**Section 5.03 Termination By District for Cause.** The Harbor Manager may terminate CHPO at any time during the term of this Agreement for Cause (as defined below). In that event, District shall pay CHPO all compensation then due and owing; thereafter, all of District's obligations under this Agreement shall cease. For purposes of this Agreement, "Cause" shall include the following: (a) malfeasance demonstrated by a pattern of failure to perform job duties diligently and professionally; (b) the willful refusal to implement or follow District's reasonable policies or directives; (c) the willful breach of a material provision of this Agreement; (d) committing an act of fraud or dishonesty against, or the misappropriation of property belonging to the District; or (e) the commission of an act that has a direct, substantial, and adverse effect on District's business interests or reputation. A termination under Section 5.02 (for death) shall be deemed to be a termination for Cause.

**Section 5.04 Termination By District Without Cause.** The Harbor Manager may terminate CHPO at any time without Cause and with or without advance notice to CHPO. If the Harbor Manager elects to terminate CHPO without Cause and pursuant to the conditions of the preceding sentence, the District shall pay CHPO all compensation due and owing through the last day he actually worked, and the severance amount provided in Section 5.07, below. For purposes of this Section 5.04, termination without Cause shall include the Harbor Manager's notice to CHPO of his or her decision not to extend the term of this Agreement as set forth in Section 1.02, unless the decision not to extend the initial one-year term is due to conduct or circumstances that would otherwise constitute Cause for CHPO's termination.

**Section 5.05 Termination By CHPO with Good Reason.** CHPO may immediately terminate this Agreement for Good Reason. For purposes of this Agreement,

"Good Reason" shall mean: (a) the District's failure to pay CHPO any amount or provide any benefit otherwise due hereunder or under any plan or policy of District, which failure is not cured within ten (10) days of receipt by District of written notice from CHPO which describes in reasonable detail the amount which is due; or (b) the Harbor Manager assigns or requires CHPO to perform duties or responsibilities substantially inconsistent with those of the CHPO, or which are unethical or violate any laws, which assignment or requirement is not cured by the District within fifteen (15) days of receipt by the District of written notice from CHPO describing in reasonable detail the assignment or requirement that violates this subsection (b). In the event of termination by CHPO for Good Reason, District agrees to pay CHPO the severance amount set forth in Section 5.07 below.

**Section 5.06 Termination by CHPO without Good Reason.** CHPO may terminate this Agreement at any time by giving at least thirty (30) days prior written notice to the District; however, CHPO shall not be entitled to the severance pay set forth in Section 5.07 if he terminates this Agreement without Good Reason.

**Section 5.07 Severance.** If, during any Term, CHPO's employment is terminated by Harbor Manager without Cause, as defined in Section 5.04, or by CHPO with Good Reason, as defined in Section 5.05, the District shall pay to CHPO in a lump sum at termination (less all applicable taxes, withholdings and payroll deductions) an amount equal to what would have been CHPO's Base Salary plus continuation of existing health insurance coverage through COBRA only [i.e., no Benefits other than the health insurance] for an additional number of months equal to the number of whole years the CHPO has been employed in any position in the District, up to a maximum of six (6) months, together with any vacation or other leave amounts accrued through the actual date of termination only. As a prior condition to CHPO receiving any severance payment hereunder, CHPO and the District shall execute a full mutual release of known and unknown claims against each other, their successors, affiliates, employees, agents, advisors and representatives, in mutually agreeable form and agree not to disparage the other party verbally or in writing.

**Section 5.08 Termination Obligations.** CHPO agrees that all property including, without limitation, and whether tangible or intangible, badges, identification, peace officer protective gear, equipment, confidential or proprietary information, documents, records, notes, contracts, and computer-generated materials furnished to or prepared by CHPO incident to his employment belongs to District and shall be returned promptly to District upon termination of CHPO's employment. CHPO's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

**Section 5.09 Suspension.** The Harbor Manager may, in his or her sole discretion, suspend CHPO from duties, with or without pay, as necessary to conduct any investigation regarding CHPO's service to District or any of CHPO's other obligations under this Agreement. If the Harbor Manager suspends CHPO from duties without pay for more than five (5) days, and such suspension is not based on Cause as defined by Section 5.03, such suspension shall be grounds for CHPO to terminate this Agreement

for Good Reason and thereby be subject to the severance payment provided by Section 5.07.

**Section 5.10 Reversionary Rights to Prior Permanent Position to Harbor Patrol Officer III.** The reversionary rights in this Agreement shall be in effect until February 28, 2019. After February 28, 2019 the CHPO will have no reversionary rights.

The reversionary rights are active only under the following specified conditions.

- a. The CHPO voluntarily terminates as described in section 5.06; and
- b. There is a current Harbor Patrol Officer vacancy; or
- c. In the event the CHPO position is lost through layoffs or reorganization.

## **ARTICLE VI - GENERAL PROVISIONS**

**Section 6.01 Notices.** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of 48 hours after mailing to the CHPO's home address or to the District, addressed to the District office, addressed to the Harbor Manager.

**Section 6.02 Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of CHPO by District and contains all of the covenants and agreements between the parties with respect to such employment. The terms of the District Personnel Policies shall not be deemed to be part of this Agreement except as specifically stated in this Agreement. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

**Section 6.03 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

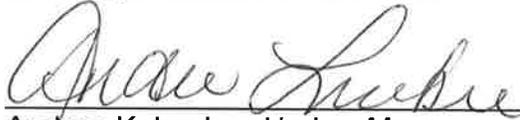
**Section 6.04 Material Provisions.** The parties agree that each provision of this Agreement is a material provision and that failure of any party to perform any one provision hereof shall be the basis for voiding the entire Agreement at the option of the other party, or for pursuing an action at law for such breach. Any party may waive or excuse the failure of the other party to perform any provision of this Agreement; provided, however, that any such waivers shall not preclude the enforcement of this Agreement upon any subsequent breach, whether or not similar in character to any waived breach.

**Section 6.05 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. All actions or proceedings arising directly or indirectly from this Agreement shall be litigated only in state

or federal courts for the County of San Luis Obispo, State of California, and CHPO, as part of the consideration for the execution of this Agreement, hereby consents to the jurisdiction of any local, state or federal court situated within or for the County of San Luis Obispo, State of California.

**Section 6.06 Death of CHPO.** If CHPO dies prior to the expiration of the term of employment, any monies that may be due to CHPO from District under this Agreement as of the date of CHPO's death shall be paid to CHPO's executors, administrators, heirs, personal representatives, successors and assigns upon submission of legal documents confirming the right to such payment.

**PORT SAN LUIS HARBOR DISTRICT**

Date: 3/2, 2017 By:   
Andrea K. Lueker, Harbor Manager

**CHIEF HARBOR PATROL OFFICER**

Date: 3/2, 2017 By:  #100  
Matthew A. Ashton, Chief Harbor Patrol Officer

Exhibit A

**Job Description – Chief Harbor Patrol Officer**



**Job Title:**  
**Classification:**  
**Supervisor:**

**Chief Harbor Patrol Officer**  
**Non-Exempt, Unrepresented**  
**Harbor Manager**

### **Summary:**

In line with the mission, goals, and strategic plan of the Harbor District, *to hold the waters and lands in trust for the public*, under the general direction and at the pleasure of the Harbor Manager, the Chief Harbor Patrol Officer supervises the public safety functions of the Port, leads and supervises the Harbor Patrol and Lifeguard departments, and volunteer camp and water hosts; develops and implements enforcement programs and procedures, provides landside and waterside patrol to the Port; assists in preparation and administration of division budget; and performs other duties as required.

### **Essential Duties and Responsibilities:**

The Chief Harbor Patrol Officer (CHPO) is a uniformed, armed peace officer, fulfilling both field patrol and administrative functions. The following statements are intended to describe the general nature and level of work performed by the CHPO. They are not intended to be an exhaustive list of all responsibilities, duties and skills required:

1. Plans, schedules, organizes, assigns, trains, certifies, and otherwise supervises the Harbor Patrol, Lifeguard and volunteer camp and water host operations of the Port.
  - a) Obtains and maintains all necessary certifications and training to cover shifts and work effectively in the field alone or with another officer for the purposes of marine and peace officer patrol and public safety;
  - b) supervises the patrol of land and water areas of the District;
  - c) develops unit budget and procedure manuals, and maintains adequate supplies;
  - d) reviews reports and documents completed by Patrol Officers and assures their accuracy and completeness;
  - e) maintains accurate and complete logs of patrol activities, writes comprehensive reports regarding incidents and activities within areas of responsibility;
  - f) develops and implements rules, regulations and laws applicable to the Port and its users;
  - g) supervises crime prevention program, informing patrons and tenants of methods of protecting their property;
  - h) oversees the distribution of boaters' safety information and safety checks of vessels when moored or anchored;
  - i) assists distressed vessels when requested and consistent with District policy; and
  - j) acts in emergency situations including fires, hazardous material spills, and rescues by applying knowledge, skills, and equipment available.

- k) provides information and assistance to harbor maintenance personnel and outside governmental agencies regarding the Harbor Patrol and Lifeguard operations;
  - l) assures the maintenance of all onboard equipment in serviceable condition.
2. Directs and evaluates the training, development and performance of staff; provides coaching for performance improvement and development; takes disciplinary action, up to and including termination, to address performance deficiencies, in accordance with federal, state and local laws and regulations, and District policies and labor contract agreements.
  3. Provides leadership and works with other staff to develop and retain highly competent, service-oriented personnel; provides leadership and participates in programs and activities that promote workplace diversity and a positive employee relations environment.
  4. Enforces, as appropriate, directly or through subordinate officers, federal laws, state and local laws and District ordinances, regulations, programs and policies within the District's jurisdiction.
  5. Participates in the development of District's strategic plan and key strategic initiatives; develops and implements department business plans, work programs, processes, procedures and policies required to achieve strategic initiatives and overall departmental results in alignment with District -wide core values, guiding principles, goals and priorities.
  6. Participates in the development, implementation and management of programs and activities necessary to preserve order, protect life and property.
  7. Meets with officials and other agencies on departmental operational and administrative matters; serves as a member of law enforcement committees, boards and ad hoc groups; negotiates and coordinates with federal, state and local agencies on critical and complex matters, including emergency preparedness and response.
  8. Acts as primary liaison to County Office of Emergency Services; acts as Operations Command and Incident Command as necessary during drills and emergencies/disasters.
  9. As appropriate, responds to, investigates and resolves citizen complaints.

#### **Other Duties and Responsibilities:**

1. Attend Harbor Commission meetings and interact with other agencies, organizations and committees as a representative of the Harbor District.
2. Develop written reports and undertake special studies for Harbor Manager and Harbor Commission.
3. Explain Harbor policies to employees, public, lessees, and patrons.
4. Serve as acting Harbor Manager as required.
5. Must be willing to work Saturdays, Sundays, holidays and irregular hours and rotating shift work.

## **Desirable Skills, Knowledge, Abilities & Talents:**

### **Knowledge of:**

1. Theory, principles, practices and techniques of public safety administration, including budgeting, purchasing and the maintenance of public records, criminal justice, modern patrol techniques, and crime prevention.
2. Principles and practices of effective management and supervision.
3. Effective community and public relations methods and practices.
4. Business writing and oral presentation.

### **Ability to:**

1. Perform vessel operations, vehicle operations, peace officer duties and patrol functions, render first aid and comply with training standards for such activities as outlined in current Harbor Patrol Department Standard Operating Procedures.
2. Plan and direct the activities and personnel of a small, multi-purpose public safety department.
3. Analyze and make sound recommendations on complex management and public safety issues.
4. Understand, interpret, explain and apply relevant city, state and federal laws, codes, ordinances and regulations.
5. Present written and oral reports, information, proposals and recommendations clearly and persuasively.
6. Represent the District effectively in negotiations.
7. Establish and maintain effective relationships with elected officials, other managers, labor organizations and their representatives, officials of other governmental agencies, community and business organizations, the media, employees and the public.
8. Exercise sound, expert independent judgment within general policy guidelines.
9. Exercise tact and diplomacy in dealing with sensitive, complex and often confidential issues and situations.
10. Maintain behavior, both on duty and off, which does not bring discredit to the District, or diminish the employee's effectiveness in performing his or her assigned duties.
11. Proficient in word processing, spreadsheet software, and personal computer hardware. Utilize spreadsheets, word processing and other software on a personal computer to develop comprehensive reports on Harbor operations.
12. Willingness to work with people from all walks of life, recognizing the talents they provide the organization.
13. Work nights, weekends and holidays on occasion. Work extended shifts in emergency situations. Carry and use, on and off duty, a cell phone and/or radio.

## Education and Experience:

### 1. Minimum Requirements:

- a) a high school graduate and either:
- b) five years of experience as a Harbor Patrol Officer III, or
- c) any combination of experience and training sufficient to perform the essential duties and responsibilities of the position. A typical way to qualify under pattern (c) is five years of increasing responsibility in law enforcement, fire department, parks and recreation, harbor patrol, US Coast Guard, or similar working environments, with the ability to obtain and maintain all necessary certifications and training to cover shifts and work effectively in the field alone or with another officer for the purposes of marine and peace officer patrol and public safety, as noted below; and
- d) Current, valid California Class C driver's license at time of appointment and maintain a driving history acceptable to the District and its insurer.

### 2. Preferred Requirements:

- a. Bachelor's degree from an accredited college or university in police science, law enforcement, criminal justice, public administration or a closely related field;
- b. Current First Aid and C.P.R. certificates that meet the requirements of Title 22, or equivalent (Required within 12 months);
- c. Basic Boating Safety and Enforcement certificate (Required within 24 months [Division of Boating and Waterways]);
- d. Current Law enforcement training at or above that which is required in the Department's Use of Force Policies and Procedures (Penal Code 832 with firearms or equivalent); POST Basic Certificate preferred. (Required within 12 months);
- e. Current OUPV –Operator, 6 passenger with Commercial Assistance Towing as defined by US Coast Guard (Required within 36 months).

## Physical Demands:

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential duties and responsibilities of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Walking, standing or sitting for extended periods of time. Hearing and perception needed for: making observations; communicating with others; reading and writing; operating assigned equipment and vehicles; distinguishing different sounds during a fire or other audible emergency warning, and discriminating among different colors, distances and spatial relationships. Other physical demands include walking, some bending and stooping, squatting, and periods of standing, occasional lifting of 50 pounds or more.

**Work Environment:**

*The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Will work in an office with computers and office equipment; will work outside in changing and inclement weather conditions; will work on vessels in the ocean; will travel from place to place throughout the District to perform public safety duties. Exposure each shift to unpleasant elements such as: dust, fumes and odors, dampness, raw or treated sewage, or high noise levels within regulatory standards and limits.

**Acknowledgement:**

I acknowledge that I have read the job description and requirements for the Chief Harbor Patrol Officer position and certify that I can perform these essential functions.

Employee's Name \_\_\_\_\_

Applicant/Employee Signature \_\_\_\_\_

\_\_\_\_\_ Date

Supervisor's Signature \_\_\_\_\_

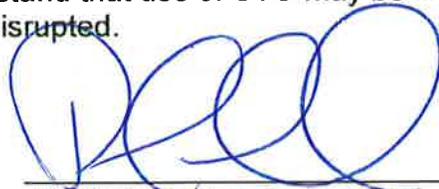
Management has the right to add or change these duties of the position at any time.

Appendix 1

Employee Request for Compensatory Time

I am requesting that I receive Compensatory Time Off (CTO) in lieu of pay for overtime hours worked effective this date. I understand that once my request for CTO is made, such election will remain unchanged until I provide written request otherwise or exceed the total permitted accrual of CTO. I understand that no more than 100 hours of CTO may be accumulated. I understand that accrual of CTO will end upon reclassification of the position as exempt. I further understand that use of CTO may be limited when the District's operations would be unduly disrupted.

Date: 3/2/, 2017

 #100

Matthew A. Ashton, Chief Harbor Patrol Officer