

PORT OF BROOKINGS HARBOR
Special Commission Meeting
Friday, August 19, 2022 • 10:00am
Teleconference / Meeting Room *(limited capacity)*
16350 Lower Harbor Road Suite 202, Harbor OR, 97415

Teleconference Call-In Number: 1 (253) 215-8782

Meeting ID: 771 205 4017 Passcode: 76242022 (to mute/unmute: * 6)

TENTATIVE AGENDA

1. CALL MEETING TO ORDER	PAGE
• Roll Call	
• Modifications, Additions, and Changes to the Agenda	
• Declaration of Potential Conflicts of Interest	
2. APPROVAL OF AGENDA	
3. PUBLIC COMMENTS – Limited to a maximum of three minutes per person. Please email your comments to danielle@portofbrookingsharbor.com prior to the meeting if you are calling in.	
4. ACTION ITEMS	
A. Special Districts Association of Oregon, Consulting Service Agreement.....	2
B. Port Manager Job Description, Benefit Package, Recruitment and Selection Process Timeline.....	5
5. INFORMATION ITEMS	
A. None	
6. COMMISSIONER COMMENTS	
7. REGULAR MEETING DATE – Wednesday, September 21, 2022 at 2:00pm	
8. ADJOURNMENT	

A request for an interpreter for the hearing impaired, for those who want to participate but do not have access to a telephone, or for other accommodations for persons with disabilities should be made at least 48 hours in advance of the meeting to Port of Brookings Harbor Office at 541-469-2218.

ACTION ITEM - A

DATE: August 19, 2022
RE: Special Districts Association of Oregon, Consulting Service Agreement
TO: Honorable Board President and District Board Members
ISSUED BY: Travis Webster, Harbormaster

OVERVIEW

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DOCUMENTS

- SDAO Consulting Services Agreement, 2 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve SDAO Consulting Services Agreement for Port Manager recruitment.

**Special Districts Association of Oregon
Consulting Services Agreement**

This Agreement (“Agreement”) is made effective as of August 19, 2022 by and between the Special Districts Association of Oregon (SDAO) 727 Center St NE, Salem Oregon 97301 and Port of Brookings Harbor 16330 Lower Harbor Rd. Brookings Oregon 97415. In this Agreement, the party who is contracting to receive services will be referred to as “Port of Brookings Harbor” and the party who will be providing the Services will be referred to as “SDAO”

1. **DESCRIPTION OF SERVICES.** Beginning on August 19, 2022 SDAO will provide to Port of Brookings Harbor the following services (collectively, the “Services”):

Management Recruitment - Port Manager

2. **PAYMENT FOR SERVICES.** In exchange for services Port of Brookings Harbor will pay compensation to SDAO for the Services in the amount not to exceed \$5000.00. This will be payable in a lump sum upon completion of the Services.
3. **TERM.** This Agreement will terminate upon completion of project by SDAO. Contract term will be defined in the Scope of Work.
4. **CONFIDENTIALITY.** SDAO, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for personal benefit of SDAO, or divulge, disclose, or communicate in any manner, any information that is proprietary to Port of Brookings Harbor. SDAO and its employees, agents and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this agreement.

Upon termination of this Agreement, SDAO will return to Port of Brookings Harbor all records, notes, documentation, and other items that were used, created, or controlled by SDAO during the term of this Agreement.

5. **LIMITATION OF LIABILITY.** Except for Consultant’s confidentiality, Consultant’s total liability to Port of Brookings Harbor shall not exceed the total payment for services value regardless of whether any action or claim is based upon contract, tort (including negligence) or strict liability.
6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement superseded any prior written or oral agreements between the parties.

7. **SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and unenforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
8. **AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
9. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Oregon.
10. **NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
11. **SIGNATORIES.** This Agreement shall be signed on behalf of Port of Brookings Harbor by Richard Heap Board of Commissioners and on behalf of SDAO by Frank Stratton, Executive Director and effective as of the date first written above.

Port of Brookings Harbor

By: _____ Date: _____
Richard Heap
Board of Commissioners

Special Districts Association of Oregon

By: _____ Date: _____
Frank Stratton
Executive Director

ACTION ITEM - B

DATE: August 19, 2022

RE: Port Manager Job Description, Benefit Package, Recruitment and Selection Process Timeline

TO: Honorable Board President and District Board Members

ISSUED BY: Travis Webster, Harbormaster

OVERVIEW

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DOCUMENTS

- SDAO Port Manager Recruitment Timeline, 1 page
- Sample RFP, 4 pages
- Port of Brookings Harbor Employee Handbook, Benefits Section, 10 pages
- Previous Port Manager Benefits, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**

**Port of Brookings Harbor
Port Manager
Recruitment Timeline**

August 19, 2022	Special Board Meeting to approve agreement with SDAO, review and approve job description, benefit package, recruitment and selection process and timeline.
August 22, 2022	Recruitment Period Opens
September 23, 2022	Recruitment Period Closes
September 30, 2022	Review of application materials to ensure candidates followed application instructions by SDAO representative and delivered to Board Members.
October 3, 2022	Regular Board Meeting, Executive Session to review applicants and select semi-finalists.
October 4, 2022	Semi-finalist notified
October 17, 2022	Special Board Meeting -Executive Session Interviews and possible contingent offer.
October 31, 2022	Contract negotiations with finalist, background check completed (Bio-Med), reference checks completed (by District with assistance from SDAO).
November 14, 2022	Regular Board Meeting to approve Port Manager Employment Agreement
December 1, 2022	Start Date for new Port Manager

POSITION DESCRIPTION

Title: Port Manager

Exempt/Non-Exempt: Exempt

Reports To: Board of Commissioners

Pay Grade/Range:

Effective Date:

General Position Summary:

The Port Manager is responsible for the overall administration of the Port's fiscal management and facilities maintenance and development.

Essential Functions/Major Assignments:

(The essential functions should not be considered an all-inclusive listing of work requirements.)

- Represent the Port of Brookings Harbor interests in local, regional and federal issues affecting the orderly function of the agency; Develop and provide leadership in the port's relationships with federal, state and local governmental agencies.
- Provides leadership and direction in the overall development of the port facilities and operations.
- Responsible for the ongoing planning and development of facility's needs, costs and innovations related to current and projected facilities.
- Serve as the economic develop lead person for the Port of Brookings Harbor district.
- Work with the Port Auditor to ensure the long-term financial success of the Port District; always improving income versus expense efficiencies; staying financially competitive and adapting to changing market conditions and opportunities.
- In concert with the Port Auditor and input from all management staff, prepare the Port's annual budget and submit to the Port Commission and the County in compliance with state statutes.
- In concert with Port Auditor, prepare short and long-term (5 year) financial projections to inform Port Commission strategic decisions.
- With the Port Auditor, monitor the port's insurance needs and coverage.
- Ensure the port maximizes the financial benefits from port assets and properties to the benefit of the port taxpayers; provide economic development opportunities to the community; and be a positive contributor to the local community.
- With the financial management team, ensure that the port maintains accurate financial records and a clear accounting trail for all money received or spend by the port.
- Establish, with management staff, the objectives for the port within the overall goals established by the Port Commission.
- Prepare short- and long-range plans for the approval of the Port Commission.
- Determine what issues are appropriate to bring before the Port Commission, prepare the Commission agenda, brief Commissioners on issues as necessary, and ensure there is an official record and history of the port.
- Prepare and monitor policies and procedures so there is consistent interpretation of Port Commission expectations and consistent application of policies. Respond to questions or concerns about policy from Port Commission and at public hearings.
- Provide, on a regular basis, the Port Commission with short and longrange statistical and fiscal data related to financial resources and expenditure needs.
- Provide the Port Commission information related to trends, changes and innovations as they relate to the short and longrange needs of the district.
- Maintain awareness and inform the Commission of changes in local, state and federal laws and

procedures as they affect the orderly function of the Port's operation.

- Align port services to provide top quality customer service in all aspects of port operations, establishing departmental customer service performance criteria, measuring against these criteria and demonstrating continuous improvement over time.
- Ensure that port operations meet required regulations, laws and all legal requirements of day-to-day operations; provide required filings, reporting and documentation as required; ensure port staff are trained on and understand legal requirements of their duties; regularly work with the Port Auditor to audit performance results and confirm legal obligations are being met.
- Provide oversight of staff to prepare, manage or contract for studies, architectural designs, engineering reports and other information services, for example for capital improvements, noise analyses, land appraisals, or to determine property values for leases.
- Provide oversight for staff to investigate grant funding for needed improvement projects and make grant applications where appropriate. Manage the port's construction projects, including grant preparation, budgeting, monitoring, and documentation.
- Develop and manage port properties and facilities for return on the port's assets as outlined in port policy.
- Maintain liaison and working relationships with local government, non-profit, state and federal agencies.
- Work with advisory committees established by or authorized by the Port Commission to maintain positive communications with the community regarding the impact of port facilities and operations.
- Negotiate new leases for land, property, and services, with the assistance of appropriate staff.
- Evaluate the port's response to emergency situations and make changes as needed.
- In concert with the Harbormaster prepare and implement a Port Security Plan to satisfy the United States Coast Guard security requirements for passenger vessels.
- Assume the duties of the Harbormaster in their absence, to the extent of knowledge and other qualifications; fill in for other staff as availability and abilities allow.
- Develop marketing and advertising strategy and programs as necessary contract for advertising.
- Systematically appraises the overall operation of the port, making recommendations or changes as required.
- Develop and implement a continuous plan of community relations with all facets of the community.

Secondary Functions:

- Respond to callouts at the marina as needed and perform whatever assistance necessary within level of training and ability.
- All other duties as assigned

Job Scope:

- The Port Manager regularly is required to analyze problems and/or concepts and make decisions on the information.
- The Port Manager has regular and distinct impact and influence on organization operations, program outcomes, revenue, expense, or budgetary outcomes; program or policy development affecting the organization and its offerings is part of the job responsibility.
- Expectation is that the Port Manager will perform with a high degree of independence and work is only reviewed on as needed basis.
- Work requires extensive decision-making.

Supervisory Responsibility:

- The Port Manager is responsible for managing and developing all port staff to ensure the operational success of Port services and the professional development and satisfaction of the employees.
- Will set clear goals and objectives and regularly measure performance against them.
- Will ensure authority is appropriately delegated and staff are performing at optimal levels while being

- offered personal development and professional challenge.
- Responsible for full supervisory duties of staff including hiring, ensure proper training, and yearly evaluate performance of management level employees.
- Encourage growth and training of staff.
- Maintain good morale and communications within the staff.
- Organize and conduct regular meetings of all port staff for purposes of training and information sharing.

Interpersonal Contacts:

- Will have regular communication inside and outside the organization to exchange ideas and gather information.

Specific Job Knowledge, Skill and Ability:

- Must be proficient with various computer software and office equipment.
- Must be able to effectively operate a computer and other related technology for the job
- Must be able to travel, inclusive of overnight travel to be able to attend conferences, meetings etc., on behalf of the district
- Must be able to work evenings and respond to emergency call outs as necessary.
- Must be able to read and edit written documents from others.
- Must have skill and ability to communicate effectively verbally and in writing
- Must have the skill and ability to develop and deliver presentations to groups
- Must be able to develop and maintain excellent relations with customers.
- Must have the skill and ability to effectively work with and deescalate angry or upset customers or community members.
- Must have communication and leadership skills
- Must have a working knowledge of human resources practices, including but not limited to personnel management, policy development, performance management
- Planning and organizational skills; ability to delegate work assignments to ensure efficient workflow
- Strong analytical and problem-solving skills

Specific Job Effort:

- There is a regular need for assessment of risk, analysis of options and decisions without complete information.
- Regular need for the development of new processes and procedures or the redesign of interrelated processes and procedures is needed.

Education, Experience, and Certification/Licensure:

Required

- **DISTRICT MUST OUTLINE THE MINIMUM QUALIFICATIONS FOR THE JOB (EDUCATION, EXPERIENCE and ANY LICENSES)**
- Demonstrated prior experience in revenue-producing management and familiarity with the concept of "triple bottom line"
- Current and valid driver's license
OR
- An equivalent combination of education, training, and experience sufficient to successfully perform the essential duties of the job

Desired

- Four years of college education with an emphasis on management and finance
- Prior experience with state and federal laws related to port operations and know how the laws affect

district

- Prior experience working with non-hub primary airport, marina operations and management, such as might be acquired through experience as an Assistant Port Director in a larger or similar sized port, Airport Manager, Public Utilities Manager, Cruise Ship Manager, Operations Manager, for example only.

Job Conditions:

- This position operates in a professional office environment as well as outdoors in all forms of weather that would be found at a port
- Work is typically conducted during regular office hours, but schedule may change without prior notices
- Routinely uses standard office equipment, especially computers and mobile devices
- In performance of the duties of this job, the employee is occasionally required to stand; walk; sit; use hands and fingers to handle, or feel objects, tools or controls; reach with hands and arms; climb stairs; talk or hear; and drive an automobile.
- The employee must occasionally lift or move office products and supplies, up to 20 pounds.
- This position requires travel, primarily within the state of Oregon

Appointees will be subject to completion of a standard probationary period.

The essential physical abilities described here are representative of those an employee may encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The above statements are intended to describe the general nature and level of work being performed by employees assigned to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skill required of all personnel so classified. This job description is not an employment agreement and/or an expressed or implied employment contract. Management has the exclusive right to alter this job description at any time without notice.

This is an accurate description of the essential functions of my position.

Employee Signature

_____ Date

(The signature of the employee indicates this document has been read and is understood.)

Supervisory Approval

_____ Date

(The signature of the Supervisor confirms the assignment of work to the employee.)



Invites applications for the position of:

Executive Director

\$70,000-\$90,000

Plus Benefits

Opening Date: December 16, 2021

Closing Date: January 21, 2022

Become our new leader and join the Port of Arlington team in beautiful Gilliam County, Oregon, located alongside the mighty Columbia River.

The Port of Arlington is an oasis for business, industry and, water lovers and, we are accepting applications for a full-time Executive Director. This position functions as the chief executive officer of the Port of Arlington. Responsibilities include implementing policies set by the Port Commission, hiring and supervising all Port staff, marketing, supervising Port facilities' development and operations, including a marina and RV park, property management, and community relations. In addition, this position works directly with elected officials, port staff, and the public.

The Port of Arlington's mission is to support the creation, retention, expansion, and recruitment of businesses within Gilliam County. We strive to create jobs that will enhance our communities' economy and quality of life. The Port provides developed industrial property, technical assistance, financial resources and, other services to businesses relocating to Gilliam County.

To learn more about the Port of Arlington: <https://www.portofarlington.com/arlington.html>

The ideal candidate will be able to demonstrate that they have the following qualifications:

- Demonstrated ability in an executive leadership position (Executive Director/CEO/GM, CFO, Director of Finance/COO/Director of Operations)
- Experience in working with and or reporting to a publicly appointed Board of Commissioners
- At least six years' experience in a public or private organization which included responsibility for each of the following:
 - Success in a senior leadership role in a complex public-facing operation, including staff management.
 - Development and implementation of strategic long and short-range goals for an organization.
 - Budget preparation and familiarity with Oregon Budget Law.
 - Contract and lease negotiations.



- Demonstrable skills in networking, collaboration, and building relationships with community leaders, stakeholders, and elected officials,
- Facilitating legal matters with attorneys and risk managers.
- Emergency Management experience, or ICS training
- Obtained a college degree in one of the following areas: business administration; public administration; finance, or a related field of study

Desired Qualifications

- 3 years' experience in a general manager or director role.
- Experience in the operations of a public port or similar municipality.
- Successful Strategic Business Plan and Capital Facilities Plan implementation.
- Economic development experience.
- Public finance and budget knowledge.
- Property and facility management best practices.
- Oversight of complex engineering and construction projects.
- Knowledge of industrial parks, marinas and boatyards and RV Parks, and logistics and supply chain management.
- Governmental ethics and standards.

Desirable Starting Date: March 14, 2022

To be considered please submit a letter of introduction, resume, and completed application by email or postal service to:

Port of Arlington
Executive Director Selection Process
Special Districts Association of Oregon
PO Box 23879
Tigard, Oregon 97281

Email: scarter@sdao.com

Application Deadline: January 21, 2022

Job description available at www.sdao.com

LOGO

POSITION ANNOUNCEMENT

_____ **Manager**

Opening Date:

Closing Date:

_____ District is currently recruiting qualified applicants to fill the _____ Manager position.

Location: _____, OR

General Position Summary:

Education, Experience, Certifications and Licenses Required:

- Associates Degree in

OR

- Any combination of education, training, and/or experience that demonstrates equivalent requirements may be considered at the discretion of the Board.

Fulltime/Exempt Position

Salary Range: \$ _____ - \$ _____ DOE

Benefits:

Desirable Starting Date:

To be considered please submit a letter of introduction, resume, and completed application by email or postal service to:

LOGO

DISTRICT

_____ Manager Hiring Process
Special Districts Association of Oregon
PO Box 23879
Tigard, Oregon 97281

Email: scarter@sdao.com

Application Deadline:

Job description and application available at www.sdao.com

BENEFITS

PURPOSE AND POLICY

The Port of Brookings Harbor strives to provide the most equitable and cost-effective benefits for employees in recognition of the influence benefits have on employees' economic and personal welfare. Paid in various benefit forms on your behalf, the total cost of providing the benefit program is a significant supplement to your pay and should be viewed as additional compensation.

Policies, provisions, and procedures that govern the organization's benefit program apply to all regular full-time and part-time employees, whether exempt or non-exempt, unless otherwise stated in a particular benefit plan. Benefits do not apply to temporary or on-call employees.

Some benefits may accrue during your new-hire introductory period, but in most cases eligibility to use these benefits will not occur until you obtain regular employee status or meet other conditions of employment specified in this Handbook or contained in the benefit policy/plan booklets.

Benefit Pro-ration and Employee Cost Sharing

If you are a regular part-time employee, your benefits are prorated based upon the number of hours you work. Essentially, you accrue sick leave benefits at a lower rate than a full-time employee because your accrual rate is based on fewer hours.

Discretionary employee benefits not mandated by state or federal law are selected and controlled by the Port of Brookings Harbor. Decisions to provide these benefits are based on such considerations as cost, composition of our workforce, operational efficiency, and desirability of benefit provisions. When costs of discretionary insurance benefit plans exceed the organization's interest in or ability to pay the full premium, we will require you to share in the cost of your coverage.

Benefit Design and Modification

The Port of Brookings Harbor has the right and the sole and exclusive discretion to design plan provisions and to add, eliminate, or otherwise modify the benefits and their respective plan documents. Such addition, elimination, or modification may occur at any time with or without notice, subject to applicable law. Consider that changes to benefits may occur at the Port of Brookings Harbor's discretion prior to making a decision based on current benefit offerings.

Benefit Plan Documents

You'll receive summary plan descriptions upon eligibility and enrollment. The benefit programs are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. In the event of any conflict between these documents or this Handbook and the actual terms of the applicable plan document, the terms of the applicable plan documents will govern. These official documents are available from the Director of Finance and Accounting for your review. We ask that you refer any questions about this information to the Director of Finance and Accounting.

Individual benefits may be modified, become more expensive, or may even be eliminated in the future because of cost increases or as a result of changes in our business situation or economic conditions. We encourage you to be thoughtful about relying solely on these benefits, given that they are subject to change. Upon separation from employment, employees may be eligible for the continuation of benefits consistent with state and federal law. Any benefits described in this Handbook apply only so long as the Handbook is current; employees do not have vested rights.

HEALTH INSURANCE BENEFIT

The Port of Brookings Harbor currently provides health insurance coverage for all employees and their dependents if they are otherwise eligible to participate in the plan. You will be provided with information about the plan at the time you become eligible to participate. You are asked to review the summary plan description for answers to questions you may have. Any need for further information should be referred to the Director of Finance and Accounting.

Eligibility

This benefit is provided for all regular full-time employees. If otherwise eligible, you may begin to participate in the plan after you have completed 60 days of continuous employment. Insurance plan coverage begins on the first day of the month following completion of 60 days of employment. Part-time, temporary, and on-call employees are generally not eligible to participate in the health insurance plan.

Plan Enrollment

Once you are eligible, you may complete enrollment forms available through the Director of Finance and Accounting. If you don't want to enroll at the time of eligibility and later decide to request enrollment, you will only be allowed to enroll if you can demonstrate that a qualifying event has occurred which qualifies you for a special enrollment period.

The organization pays the full monthly premium for enrolled employees.

Coverage for dependents of employees is also available; however, you are responsible for the full cost of the monthly premium associated with this coverage. See Director of Finance and Accounting for information.

An eligible employee who chooses not to enroll in the insurance plan is not entitled to any other form of compensation in lieu of coverage and is required to sign a written waiver of participation.

Medical information is covered by HIPAA regulations. The Port of Brookings Harbor realizes the responsibility we have to treat your private health information with great care and discretion. We have implemented safeguards to protect this information.

Premium Cost

Specific types of coverage and benefit payment schedules are described in the organization's health care plan booklet that is available to all eligible employees. At the time of eligibility and during open enrollment each year, you will be informed of how much the organization will

contribute toward your monthly premiums if you are eligible to participate in the plan. Premium rates are established by the insurance carrier and are subject to change, usually based on increased costs to provide medical services and the amount of services our employees require.

Any premium co-payment and dependent coverage you are required to pay is funded through a monthly payroll deduction. The Port of Brookings Harbor determines the payroll deduction schedule.

Termination of Coverage

In the event that you or your dependents lose eligibility to participate in the health plan, you may have the option of extending your health plan coverage for a period of time under the continuation coverage provided for by state law. Eligibility can be lost if certain “qualifying events” occur that would otherwise cause your or a dependent’s group health coverage to terminate. Examples of qualifying events include termination of employment, a reduction in hours, death of the covered employee, divorce, entitlement to benefits under Medicare, and a qualified beneficiary losing dependent child status.

You, your spouse, and dependents may continue group health insurance for up to nine months at your own expense if you were enrolled in the plan for at least three months. However, continuation does not occur automatically. You must elect coverage within 30 days, or you and any dependent will lose the right to state continuation coverage. Payment of the premium must then occur within 30 days for coverage to continue. You and any covered dependent(s) will receive information about the provisions of the law when you first enroll in benefits and again if a qualifying event occurs.

Portability/Conversion of Health Plan

If you’ve been continuously covered under our group medical insurance policy for at least 180 days and your employment with us ends, you may be eligible to convert to an individual policy with our insurance carrier. You may request this portability coverage before, during, or at the end of the benefit extension period described above. However, you must apply for portability coverage from our insurance carrier within 60 days after your group coverage ends. Please contact the insurance carrier for more information about this coverage.

DENTAL INSURANCE BENEFIT

The Port of Brookings Harbor provides a dental insurance plan for employees.

Eligibility

Full-time employees regularly scheduled to work 30 hours or more per week are eligible for dental insurance coverage on the first day of the month after 60 days of employment. Part-time, temporary, and on-call employees are not eligible to participate in dental insurance.

Cost

At the time of eligibility and during open enrollment each year, you will be notified of how much the organization will contribute toward monthly premiums.

Employees may enroll dependents in the dental care plan, but must pay all of the premium costs associated with this coverage, which will be deducted from the employee's paycheck.

OTHER INSURANCE BENEFITS

Group Life Insurance

We provide group life insurance coverage for eligible employees. Full-time employees who are regularly scheduled to work 30 hours per week or more become eligible for this coverage on the first day of the month after 60 days of employment. The amount of insurance coverage is equal to your base annual salary with a \$50,000 maximum.

Short-Term Disability

The Port of Brookings Harbor provides a group short-term disability plan. Full-time employees who are regularly scheduled to work 30 hours or more per week become eligible for this plan on the first day of the month after 60 days of employment. The Port of Brookings Harbor pays the full premium.

Premium Only 125 Plan

The Port of Brookings Harbor provides a Premium Only 125 Plan that allows eligible employees to pay their share of elected group medical or dental coverage on a pre-tax basis. Details will be provided to employees in advance of eligibility (first day of the month after 60 days of employment).

VACATION BENEFIT

All full-time employees are eligible for vacation based on the schedule below. All accruals begin on the first day of regular employment, but employees are not eligible to use vacation time until the introductory period of 60 days has been successfully completed. The accrual is based on the first day of regular employment and continuing with the anniversary date of employment.

You will earn vacation benefits according to the following schedule:

<u>Length of Employment</u>	<u>Accrual Rate</u>
First year	.0385 hour/per hour worked
Second year	.0577 hour/per hour worked
Third and fourth year	.0769 hour/per hour worked
Fifth year and beyond	.0962 hour/per hour worked

Eligible employees who want to use vacation time should request time off as early as possible so that arrangements for coverage can be made. Requests for vacation time are to be made via ADP Employee Access or made in writing and submitted to your supervisor. However, requests may be denied if management is unable to have the employee's requested time off covered. If more than one employee in a department asks for the same time off and gives the required advance notice, length of service within the department will be considered in granting the requests. In all

cases, management retains the maximum discretion allowed by law to decide whether to grant requests for time off.

All vacation will be paid at the employee's regular rate of base pay, including applicable shift differentials.

For purposes of this policy, an employee's vacation leave years is based on the employee's date of hire anniversary. Eligible employees carry over a maximum of 100 hours of accrued and unused vacation time from one leave year to the next. An employee who has more than 100 hours of accrued and unused vacation time at the end of their leave year may exercise any of the following options:

- Carry over hours to the next leave year's vacation leave bank, not to exceed 100 hours.
- Cash out hours at 100 percent of face value.

The election of these option(s) must take place one month prior to the end of the employee's leave year. Review your vacation balance before that time. After review, inform the Director of Finance and Accounting of the option(s) you have chosen. This review of unused vacation hours is the employee's responsibility. Any unused vacation hours exceeding 100 hours at the end of the employee's year will be automatically forfeited; only 100 hours may be carried over.

Vacation accrual will be paid out at separation in accordance with this policy and any applicable law.

SICK LEAVE BENEFIT

The Port of Brookings Harbor provides paid sick leave to all employees in accordance with the Oregon paid sick leave law, which this policy is intended to comply with and will be interpreted in accordance with. For any questions about sick leave, please contact the Director of Finance and Accounting.

Sick leave may be used for any reason allowed under the Oregon paid sick leave law, including:

- An employee's absence resulting from:
 - the employee's mental or physical illness, injury, or health condition;
 - the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or
 - the employee's need to obtain preventative health care.
- An absence to allow an employee:
 - to provide care for a family member with a mental or physical illness, injury, or health condition;
 - to provide care for a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or

- to provide care for a family member who needs preventative health care.
- For any purposes allowed under OFLA, including serious health condition leave, bereavement leave, parental leave, or sick child leave, regardless of whether the employee is eligible for OFLA leave and regardless of whether the company is a “covered employer” under OFLA.
- For any purpose allowed under Oregon’s domestic violence, harassment, sexual assault, or stalking law as described in ORS 659A.272.
- In the event of a public health emergency, including:
 - Closure of the employee's place of business, or the school or place of care of the employee's child, by order of a public official due to a public health emergency;
 - A determination by a lawful public health authority or by a health care provider that the presence of the employee or the family member of the employee in the community would jeopardize the health of others, such that the employee must provide self-care or care for the family member; or
 - The exclusion of the employee from the workplace under any law or rule that requires the employer to exclude the employee from the workplace for health reasons.

The Port of Brookings Harbor does allow employees to donate sick time to other employees.

Consistent with state law, for purposes of sick leave, “family member” includes an employee’s spouse, same-gender domestic partner, or registered domestic partner; former spouse or domestic partner; custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, stepparent, parent-in-law, a parent of an employee’s same-gender domestic partner, de facto parent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood *in loco parentis* when the employee was a minor child; an employee’s grandparent or grandchild; a sibling; or a person with whom the employee is or was in a relationship of *in loco parentis*. “Family member” also includes a biological, adopted, foster child, or stepchild, or a child to whom the employee stands *in loco parentis*, is a legal guardian, or is a de facto parent, regardless of age or dependency status; of an employee, or the child of an employee’s same-gender domestic partner.

Eligibility and Accumulation

All employees are eligible to use sick leave as soon as the employee becomes eligible (60 days after hire date) based on the following:

- Full-time employees who have completed one year of employment:

Employees with one year of employment and that are regularly scheduled to work 30 or more hours a week will be assigned and made available 40 hours of sick leave benefits at the beginning of each year.

- Full-time employees employed for less than a full year:

New regular full-time employees will receive sick leave on a pro rata basis equal to the percentage of the calendar year left at date of hire.

For full-time employees employed for less than a full year, the number of hours of sick leave benefits will be assigned on pro rata basis equal to the percentage of the calendar year left at date of hire. For example, if an employee starts work on July 1, their sick leave balance will be front-loaded with one-half of the annual 40 hours of paid sick leave, or 20 sick leave hours. As soon as the employee becomes eligible (60 days after hire date), these hours will be made available for use. On the first day of the immediately subsequent year, the new employee will be assigned and made available 40 hours of sick leave benefits at the beginning of each year.

- Part-time employees:

Employees that are regularly scheduled to work less than 30 hours a week will accumulate sick leave benefits at the rate of 1 hour per 30 hours worked. As soon as the employee becomes eligible (60 days after hire date), these hours will be made available for use. Sick time may be used as it is accrued moving forward.

All sick leave time will be paid at the employee's regular rate of base pay, including applicable shift differentials.

Full-time employees that are regularly scheduled to work 30 or more hours a week may accumulate unused sick leave time until the employee has accrued a total of 720 hours' worth of sick leave benefits. If the employee's benefits reach this maximum, further accrual sick leave benefits will be suspended until the employee has reduced the balance below the limit.

Part-time employees that are regularly scheduled to work less than 30 hours a week may accumulate unused sick leave time until the employee has accrued a total of 80 hours' worth of sick leave benefits. If the employee's benefits reach this maximum, further accrual sick leave benefits will be suspended until the employee has reduced the balance below the limit.

No payment will be made for any unused or accrued sick leave hours upon separation.

Retaliation Prohibited

An employee may not be discriminated or retaliated against for lawful exercise of paid sick leave rights. Employees will not be disciplined for lawful use of paid sick leave. If an employee in good faith believes that he or she has been discriminated or retaliated against under this policy or applicable law, the employee must immediately report the matter to the Port Manager or any other management representative with whom you feel comfortable speaking. Any employee who discriminates or retaliates against another employee for his or her lawful exercise of paid sick leave rights, may be subject to disciplinary action, up to and including termination of employment.

PAID HOLIDAY BENEFIT

The Port of Brookings Harbor observes the following holidays each year and our offices are officially closed on these days:

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day (Nov. 11)
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Employees will receive a schedule each year showing the date each of these holidays will be observed. These holidays or any additional time observed, such as Christmas Eve or New Year's Eve, will be determined each year at management's discretion.

Eligibility

Full-time employees regularly scheduled to work 30 hours or more per week will be paid for the above holidays. Part-time employees regularly scheduled to work between 20 and 30 hours will receive a prorated amount of paid time based on their regularly scheduled time. For instance, a part-time employee regularly scheduled to work 20 hours per week would receive 4 hours of holiday pay because 50 percent of a full-time schedule is worked.

VETERANS DAY HOLIDAY

Eligible employees have the option of taking Veterans Day off by requesting it as a holiday during any year it falls on a scheduled work day. This time will be paid as described in the Paid Holiday Benefit section of this Handbook.

Establishing Eligibility

Employees are eligible if they fall within specific parameters outlined by law. Generally, an individual is eligible if he or she has served on active duty for at least 178 consecutive days and received an honorable discharge, and/or received a disability rating, and/or was in a combat zone during active duty of any length. Please inquire about additional qualifying circumstances. We may request that you provide documents establishing your eligibility.

Request Procedure

You must notify your manager or supervisor of your request at least 21 calendar days prior to the holiday. Your manager or supervisor will respond to your request no less than 14 calendar days prior to the holiday.

Employer Response

Due to situations where providing time off would create a significant economic or operational disruption, or undue hardship would occur, the decision may be made not to allow anyone to take the day off or to allow the day off for only the minimum amount of employees. If a veteran does not receive time off for Veterans Day, the employee may choose, with supervisory approval, a single day off within the year after the Veterans Day on which the employee worked as a replacement for Veterans Day to honor the employee's service.

OTHER BENEFITS

Simplified Employee Pension (SEP) IRA Plan

An employee is eligible to participate in the Simplified Employee Pension IRA plan if he or she is an eligible employee under the terms of the plan.

In general, an eligible employee is an individual who meets all the following requirements:

- minimum of 21 years of age
- been employed with Port of Brookings Harbor in at least one of the last five years
- received at least \$650 in compensation from the employer during the year (in 2021 and 2022)

Contributions to the SEP-IRA are fully funded by the Port of Brookings Harbor through the designated financial institution. The Port of Brookings Harbor reserves the right to change the designated financial institution used for the SEP-IRA at any time, without notice.

Contribution limits may vary from year to year. See the Port Manager for current maximum limits.

All eligible employees receive 10 percent of their salary (subject to an annual compensation limit), funded by Port of Brookings Harbor. You will be provided more detailed information upon eligibility.

SECTION 2 - TERM AND COMPENSATION

- 2.1 This Agreement is effective on the date that it is approved by the Commission and will continue in effect for _____ or until terminated by either party in accordance with the terms herein.
- 2.2 The Port will pay Employee an annual salary of _____ commencing _____ payable in installments at the same time as other Port employees are paid. Employee is an exempt salaried employee and as such is not eligible for overtime compensation.
- 2.3 The Commission will review Employee's salary annually and may, in its sole discretion, authorize cost of living or salary increases.
- 2.4 The Commission will also conduct an annual performance evaluation of Employee. The purpose of the evaluation is to improve Employee's job performance. The results of any given performance evaluation may also form the basis for disciplinary action or a merit increase, as the case may be. Any increases granted must be within the budgetary limitations set by the Commission in the annual District Budget. The Commission may conduct additional performance evaluations as necessary. Any increase to salary must be in the form of an addendum to this Agreement.

SECTION 3 - BENEFITS

- 3.1. Employee will be reimbursed for travel and other expenses, which are necessary to the performance and fulfillment of his duties hereunder in accordance with the Commission's reimbursement procedures. Any overnight travel must be pre-approved by the Commission and any cost of the travel must be contained within the Port budget. The Finance Officer is hereby authorized to disburse such money upon receipt of duly executed expense receipts, statements or personal affidavits in accordance with policy.
- 3.2. Employee will receive \$300.00 per month as compensation for the use of Employee's personal vehicle in the conduct of Port business. *Have a truck for ~~them~~ manager / no 300*
- 3.3. The Port will pay into a SEP IRA the sum of ten percent of Employee's gross monthly income as an additional benefit for Employee. *↑ 2? 8% I think is in packet*
- 3.4. Employee may be absent from official duties without loss of pay on official holidays and to the same extent as other employees of the Port in accordance with Port personnel policies.
- 3.5. Employee will also receive those benefits that are generally available to all other full-time Port employees.
- 3.6. The Port will pay the cost of any fidelity or other bond required of Employee under any law or ordinance.
- 3.7. Employee will begin employment with the following leave balances: 80 hours of sick leave.